

COLLECTIVE AGREEMENT

Between:

**TRILLIUM VILLA NURSING HOME
(hereinafter called the “Employer”)**

OF THE FIRST PART

-- and --

**The National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada), and its Local 302
(hereinafter called the “Union)**

OF THE SECOND PART

Expiry: January 31, 2004

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WHEREAS the Union by certificate dated May 29th, 2000 is the certified bargaining agent of all employees of Trillium Villa Nursing Home at Sarnia, save and except supervisors, persons above the **rank** of supervisor, registered nurses, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and office staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 – GENERAL PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this agreement, and agrees that it will not enter into any other agreement with employees either individually or collectively which will conflict with any of the provisions of the agreement.

2.02 No Discrimination/Harassment

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practice by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, **sex**, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practice by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

The term ‘spouse’ or ‘partner’ as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite

Joint Commitment in Respect of Harassment

The Employer and the CAW are committed to providing a positive environment for **staff**. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of the CAW. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of **this** Collective Agreement.

2.03 Work of the Bargaining Unit

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

2.04 The Employer will provide the Union with a list of the names of its Supervisors

2.05 It is agreed that the word "employee" or "employees" wherever **used** in **this** Agreement shall be deemed to refer only to an employee or employees in the bargaining unit **as** hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

2.06 Casual-Casual employees are those who are assigned to work on an intermittent and/or unpredictable basis or with no pre scheduled shift. They will receive all legally mandated benefits (such **as** Workers' Compensation Insurance) They are ineligible for all other benefit programs.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes except **as** modified by the terms of this Agreement, the right of the Employer to:

- (a) Determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Nursing Home and to plan, direct and control the work of the employees;

- (b) Maintain order, discipline and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of the Agreement. The Employer will notify the Union Committee of any alternations of the present rules or regulations or of new regulations prior to their implementation;
- (c) Determine after consultation with the Union Committee the number of employees required and the duties to be performed by each employee;
- (d) Hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, lay-off, recall, promotion, demotion, classification, assignment of duties or a claim that an employee has been discharged, suspended or disciplined without a just cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 – UNION REPRESENTATION

4.01 The Union shall elect or otherwise select up to eight (8) members of the bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting.

The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly scheduled working hours. Either party may request a meeting which shall be held within five (5) calendar days of the request.

The Union Committee shall have the right at any time to have the assistance of representatives of the CAW. Normally such representatives shall have access to the Employer's premises.

The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during her term of office, as long as they are qualified to perform any available bargaining unit work.

- 4.02 The Union recognizes that members of the Union Committee and Stewards have regular duties to ~~perform~~ on behalf of the Employer and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld and on completion of such Union Business such persons shall report back to that Supervisor.
- 4.03 Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer before and after, but not during the conciliation process.
- A Steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representative of the Employer, whether on or outside the Employer's premises, for which permission has been granted.
- 4.04 The Employer on request shall make available to the Union job descriptions of all positions in the bargaining unit.
- 4.05 Copies of all **rules** and regulations adopted by the Employer which affect the members of the Union ~~are~~ to be forwarded to Local 302 prior to posting on all Bulletin Boards.
- 4.06 the Union chairperson and one other committee member will sign all agreements. **This** is the responsibility of the union and their committee, however, the Employer will assist.

ARTICLE 5 – GRIEVANCE AND ARBITRATION

- 5.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with **as** speedily and effectively **as** possible, in accordance with the procedure outlined below:
- 5.02 **Complaint**

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving **rise** to the complaint. The Supervisor shall give a decision within seventy-two (**72**) hours of such discussion. **If** the Supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.

STEP 1

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of the response. The Administrator shall respond to the grievance in writing to the Union Committee within five (5) calendar days of receipt.

STEP 2

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within five (5) calendar days of the receipt of the Employer's response.

- 5.03 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

Wes Rayner
Loretta Mikus
Tim Armstrong
Ted Crljenica
Earl Palmer

The parties may add to the list by mutual agreement.

- 5.04 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 5.05 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 5.06 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 5.07 **Group and Policy Grievances**

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

5.08 Discharge Grievance

A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

5.09 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

5.10 Right to have a Steward/Union Committee member present

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Steward/Union Committee member present at the time such discipline is given.

5.11 Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate supervisor, Labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

5.12 An employee, shall, upon written request be granted the opportunity to view his/her personal file. Information to be viewed will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident reports.
4. Medical file.

ARTICLE 6 – UNION SECURITY

- 6.01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of employment.
- 6.02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 6.03 All new employees covered by this Agreement who voluntarily become members of the Union after three weeks of employment shall remain members in good standing for the duration of their employment as a condition of employment.
- 6.04 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of the CAW-Canada, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the CAW-Canada at the following address:

CAW-Canada, Local 302
P.O. BOX 81
Aylmer ON M5H 2R8
Attention: Rusty Sproul

or such other address as directed by the Local Union in writing.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to the CAW-Canada at the same address and at the same time.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.

6.05 INFORMATION TO THE UNION

The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly Indemnity.

6.06 New employees shall have deductions for Union Dues made from the first pay of the month following completion of three (3) weeks employment.

6.07 T-4 slips issued annually to employees shall show deductions made for Union dues.

6.08 NEW EMPLOYEE ORIENTATION

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

ARTICLE 7 – SENIORITY

7.01 A new employee will be considered on probation until after he/she has completed forty-five (45) days of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date he/she was last hired by the Employer.

7.02 Both parties recognize the principle of promotion within the service of the employer and the job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotion, appointment shall be made of the applicant with the greatest seniority having the necessary qualifications and ability to perform the work required.

7.03 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised every six (6) months (January 1st and July 1st of each year). It is agreed that the Chairperson will be advised as soon as an employee commences employment as to their classification and hiring date. If there are no written complaints concerning the seniority list in the 6 months following its posting, the list shall be deemed to be accurate.

- 7.04 The Employer will supply the Union Committee members and Stewards with sufficient copies of the Seniority List as well as forwarding a copy to the Local Union Office.
- 7.05 (a) Part-time employees who become full-time employees without interruption of continuous service, shall receive seniority credit for their continuous part-time service based on their date of hire. Full-time employees who transfer to part-time employment will also carry their seniority credit with them based on date of hire.
- (b) A part-time employee will be given a seniority date on the full-time employee's seniority list which will reflect her full-time seniority determined by her date of hire. A full-time employee will be given a seniority date on the part-time employee's seniority list which will reflect her part-time seniority determined by her date of hire.
- (c) If more than one part-time employee commenced employment on the same starting date and if any dispute arises concerning seniority, the number of hours worked will determine seniority.
- (d) For the progression of wages the following formula will apply if an employee transfers from part-time to full-time or vice-versa. 1800 hours worked = 1 year.
- 7.06 No new employees shall be hired until those laid off have been given an opportunity to recall.
- 7.07 An employee shall receive notice of lay-off in accordance with the provisions of the Employment Standards Act.
- 7.08 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.

7.09 LOSS OF SENIORITY

An employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- (a) voluntarily resigns, quits, retires, or is retired; or
- (b) is discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or
- (c) overstays a leave of absence *or* remains away from work without permission for a period of more than three (3) consecutive working days for which she was scheduled to work, without a justifiable reason for the absence; or

- (d) fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of her intention to **return** to work, or fails to return to work within ten (10) working days of the receipt of notice of **recall**, unless a satisfactory reason is given; or
- (e) is laid-off **from** work for a period of thirty-six (36) **months**

An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the **employee's** seniority will be **frozen**. She will be entitled **to return** to her former position at the end of the leave. **This** clause will not be repeatedly applied in respect of a single member of the bargaining unit so **as** to permit an employee to maintain seniority entitlement while **working** outside **of the** bargaining unit.

LAYOFF AND RECALL

- 7.10 (a) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks notice. **This** notice is not in addition to required notice for individual employees.
- (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be **deemed** to be amended to provide notice to the affected employee **as** follows:
- if her service is greater than 9 years - 9 weeks notice
 - if her service is greater than 10 years - 10 weeks notice
 - if her service is greater than 11 years - 11 weeks notice
 - if her service is greater than 12 years - 12 weeks notice.

7.11 Lay-off Procedure

- (a) In the event of layoff, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications **as** required by law to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
- i) accept the layoff; or
 - ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, **as** required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee **so** displaced shall be laid off.

Note: **An** identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid-off employee's straight-time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided she is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (I) or (ii) above **shall** be given in writing to the Administrator within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

7.12 Recall Rights

- (a) **An** employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work. Employees on layoff may apply for any posted position. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner. Employees on lay off have a right of recall to their former position, and this supersedes the posting provisions of the collective agreement.
- (b) **An** employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant.
- (c) No new employees shall be hired until all those laid off have been given **an** opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to have been received after the second date of mailing) and return to work within ten (10) working days after being notified.

The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed fourteen (14) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (f) A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or licence to practice required for them to return to work.

7.13 Benefits on Layoff

In the event of layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month, the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.01 All employees in the bargaining units will work a 7-1/2 hour day or shift (75 hours per pay period or as otherwise mutually agreed).
- 8.02 Overtime at the rate of one and a half times the regular hourly rate will be paid for all time worked in excess of the above specified normal hours per shift, or pay period. The Employer may request an employee to work overtime at any time prior to the commencement of the shift in which overtime hours will be accumulated, and the employee has the option to accept or refuse such overtime.
- 8.03 Notwithstanding Article 8.01, some part-time employees may be assigned to shifts of shorter duration.
- 8.04 Shifts of Work
 - (a) Nursing Staff - It is agreed that there shall normally be three (3) shifts. The first shift of the day shall commence at 11:00 p.m. and shall finish at 7:00 a.m. The second shift of the day shall commence at 7:00 a.m. and shall finish at 3:00 p.m. The third shift of the day shall commence at 3:00 p.m. and finish at 11:00 p.m. These times may be amended by mutual agreement of the parties in writing.

- (b) Other Staff – For all other staff, the actual hours shall be mutually agreed upon in writing by the parties.
- 8.05 Rest periods of fifteen (15) minutes duration, with pay, will be provided for each employee in each one-half (E) shift of work, wherever possible at the approximate mid-point of the shift.
- 8.06 (i) Except where it is possible to schedule straight weekends off, or every other weekend off, employees will be scheduled so as to have every third weekend off, except by mutual agreement between the Employer and employee. The term weekend shall mean Saturday and Sunday.
- (ii) Full Time Registered Practical Nurses (RPNs) shall receive day shifts on weekends worked every other month as per Schedule B.
- 8.07 Schedules of work shifts on a four weeks-about basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration of the schedule. Such posted schedules shall not be changed unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees.
- 8.08 When an employee reports for work at his/her assigned starting time without being notified four (4) hours in advance by the Home not to report for work at said time, the employee shall receive work or pay in lieu of work, for four (4) hours during the day.
- 8.09 (a) If an employee is called in to work after completing a regular shift of work and leaving the Home premises, the employees shall be guaranteed a minimum of three (3) hours pay at time and one-half (1-1/2) the regular rate of pay for each such call-in.
- (b) A full-time employee shall be paid at one and one-half (1-1/2) times his/her straight time hourly rate for all hours worked (voluntary) on an assigned day off except if such work is performed as a result of a voluntary switch in hours with another employee.
- 8.10 There shall normally be a minimum of sixteen (16) hours off between shifts of work.
- 8.11 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employees. If lieu time for overtime is agreed to, such lieu time shall be based on 1 ½ hours for each hour of overtime.
- 8.12 Those employees working the 11-7 shift when the change from daylight saving to standard time, or vice versa, occurs shall be paid straight time for the exact number of hours worked during the shift.

- 8.13 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect and no changes in scheduling shall be made unless mutually agreed upon.
- 8.14 Employees shall have their preference of shifts in accordance with their seniority, within the classification and providing there is a vacancy on the shift requested.
- 8.15 **Where** a full-time bargaining unit employee is absent from work on an approved leave of absence, which includes **pregnancy/parental** leave and Workers' Safety and Insurance Coverage, the Employer may suggest that a part-time bargaining unit employee work as a full-time bargaining unit relief for the duration of the approved leave of absence, for up to six months, in which case the part-time bargaining unit employee will continue to be covered under the terms of the part-time bargaining unit Collective Agreement. The Employer will notify the Union of any appointments made under **this** provision.
- 8.16 Full-time/Part-time Ratio
So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.
- 8.17 Call-in Procedure
When a **shift** becomes available due to a staff illness, the first person to be called will be the **person** of highest seniority in the department/job classification who works part time excluding part time employees with blocks. **Full** time employees will be the last persons called starting with the staff member with the highest seniority. Full time staff **remain** at the bottom of **the** call in **form**. They are called if all part time and **casual** staff are unavailable. Part time employees **are** to be available on a call in basis for all three **shifts**.
- 8.18 Employees have the option of being on or off the call in list making a notation on the Rolodex.
- 8.19 All **shift** changes to be shift for **shift** for part time.

ARTICLE 9 – PAID HOLIDAYS

- 9.01 Every employee who regularly works for more than 66 hours bi-weekly will be credited with pay computed at straight time for each of the following holidays:

New Year's Day	Labour Day
Third Monday – February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

For an employee who regularly works 66 hours or less, the Employer shall recognize the aforementioned as paid holidays and the employee will be credited with pay based on the proration formula set out in Article 14.00.

- 9.02 (a) In order to qualify **for** holiday pay, an employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the paid holiday, and in addition a part-time employee must work 10 days in the previous 28 days, unless excused because of illness or for other reasonable excuse. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first thirty (30) days of such absence.
- (b) If an employee has met the qualifiers in 9.02 (a), they are deemed to have qualified for lieu day(s) pay.
- 9.03 **An** employee who is scheduled to **work** on a paid holiday and who fails to do so shall ~~lose~~ their entitlement to holiday pay unless excused because of illness or for other reasonable excuse.
- 9.04 Full-time employees required to work on a paid holiday shall receive either:
- (a) Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday in addition *to* the employee's regular pay,
~~-or-~~
- (b) Pay at the rate of time and one-half (1-1/2) the employee's regular rate of pay for work performed on such holiday and, a lieu day off with pay. Such lieu day off to be taken thirty (30) days before or thirty (30) days after the holiday.
- 9.05 If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee shall receive a day's pay or the employee will be credited with an additional day off with pay which may be added to his or her vacation or taken within thirty days following the said paid holiday, or at a time that is mutually agreed upon between the Employer and the employee.
- 9.06 Employees may accumulate an additional two (2) holiday lieu days for a total of seven (7) paid holidays lieu days. The additional two paid holidays in lieu may not be taken in conjunction with vacation time, however up to seven (7) paid holiday lieu days may be taken in one block of time provided it is not in conjunction with vacation time.
- 9.07 **A** shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holiday where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.

- 9.08 Employees will receive three (3) days of at either ~~Christmas~~ or New Year's Day. This time will include at least the day before or the day after the Holiday. In scheduling time ~~off~~, the Employer will consider the wishes the employees in order of seniority.

ARTICLE 10 – VACATION

10.01 Employees covered by this Agreement who regularly work more than 66 hours bi-weekly shall receive the following vacation with pay on the basis of service as follows:

- (a) Subject to Article 10.07, all employees with less than one (1) year ~~or~~ continuous service as of June 30th shall receive one (1) day of vacation for each month of continuous service up to a maximum of two (2) weeks vacation with pay based on four percent (4%) of gross earnings for the period worked and all employees who have more than one (1) year of continuous service but less than three (3) years of continuous service as of June 30 shall receive two (2) weeks vacation with pay at four percent (4%) of gross earnings for the vacation year.
- (b) Subject to Article 10.07 all employees who have completed three (3) years or ~~more~~ of continuous service as of June 30th, shall be granted three (3) weeks vacation with pay at six percent (6%) of gross earnings for the vacation year.
- (c) Subject to Article 10.07 all employees who have completed eight (8) years or more of continuous service as of June 30th, shall be granted four (4) weeks vacation ~~with~~ pay at eight percent (8%) of gross earnings for the vacation year.
- (d) Subject to Article 10.07 all employees who have completed fifteen (15) years or more of continuous service as of June 30th, shall be granted five (5) weeks vacation with pay at ten percent (10%) of gross earnings for the vacation year.
- (e) Subject to Article 10.07 all employees who have completed twenty-five years or more of continuous service as of June 30th, shall be granted six (6) weeks vacation with pay at ten percent (12%) of gross earnings for the vacation year.

10.02 Employees who regularly work sixty-six (66) hours or less bi-weekly shall receive vacation benefits for the vacation year as follows:

Total hours worked as of June 30th

Vacation Entitlement

0 to less than 1800 hours worked

Four percent (4%) of gross earnings for the vacation year

1800 to less than 5400 hours worked

Two (2) calendar weeks' vacation with pay at four percent (4%) of gross earnings for the vacation year.

5400 to less than 14,000 hours worked	Three (3) calendar weeks' vacation with pay at six percent (6%) of gross earnings for the vacation year.
14,400 to less than 27,000 hours worked	Four (4) calendar weeks' of vacation with pay at eight percent (8%) of gross earnings for the vacation year,
27,000 hours or more worked	Five (5) calendar weeks' vacation with pay at ten percent (10%) of gross earnings for the vacation year.
45,000 hours or more worked	Six (6) calendar weeks vacation with pay at twelve percent (12%) of gross earnings for the vacation year.

10.03 For purposes of implementing the new vacation scheme the following principles shall apply:

- (1) No employee to lose vacation entitlement.
- (2) There shall be no recovery of any vacation pay from any employee who, as of April 19, 1989 has already taken her vacation for 1090 and would be entitled to less vacation pay under the terms of this Agreement then prior to April 19, 1989.
- (3) Employees who did not accrue based on hours before the transfer shall be placed on the new scheme based on 1 year = 1800 hours worked.

10.04 Vacation pay on earned income will be paid to those qualifying hourly rated personnel on the last pay period for June. If you would like your vacation pay held until you are taking your vacation please *make* your request known to the manager on or before May 1st of the year. A reminder will be posted for employees prior to May 1st to sign if they wish to have their vacation earnings paid while on vacation or at a later date. As per the Employment Standards Act employees must take at least two weeks, if eligible, of their vacation time each year. If an employee has not taken or scheduled any vacation by September 1st in each year, your manager will ask the employee to indicate when they are taking their vacation. If the employee refuses to take time off or has not booked time off by October 1st your manager is obliged to schedule you off prior to year end.

- 10.05 (i) Employees may request their vacation on a vacation schedule posted from January 1st to April 15th.
- (ii) Vacation requests will be approved on a vacation schedule by May 15th.
- (iii) In scheduling vacations, the Employer will consider the wishes of the employees in order of seniority. However, after May 15th, an employee requesting vacation cannot use her/his seniority to bump a junior employee from the approved vacation schedule.

(iv) Vacation is to be taken in the calendar year.

- 10.06 Vacations shall normally be scheduled between May 1st and September 30th, but may be taken at any time mutually agreed upon, throughout the year. Employees will receive either Christmas Day time or New Year's Day time off, it being understood that to accommodate this revised schedule an employee's regular rotation may be waived during the period December 18th to January 18th.
- 10.07 Employees who have been absent without pay for any reason, except Worker's Safety and Insurance Absences, in the vacation eligibility year of July 1, to June 30, shall receive a pro-rata deduction in their vacation pay entitlement.
- 10.08 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.
- 10.09 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides a satisfactory documentation of the illness and the hospitalization.
- The portion of the employee's vacation which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.
- 10.10 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of the illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee's vacation shall be rescheduled after all other "first" vacation periods have been granted in accordance with article 10.05.
- 10.11 Vacation day(s) may be taken one (1) day at a time when suitable to the employee, during the week only and up to seven (7) days per year.
- 10.12 Employees will be allowed to use two (2) days of vacation entitlement on weekends per year.
- 10.13 Employees are to mark on their time sheet if they want to be paid less than their accumulator for vacation time off. Employees will indicate a dollar (\$) amount per day requested. The dollar (\$) amount must be less than the accumulator average per day allowed.
- 10.14 Employees will endeavour to request in advance of time sheet posting individual vacation days, where no possible employee may mutual shift with 72 hours notice subject to availability and approval.

ARTICLE 11 – SICK LEAVE

- 11.01 (1) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar days of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary.
- (2) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary,
- (3) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (4) Weekly indemnity plan for new full time employees, and for those part time employees who elected to remain in the Employer's pro rata benefits plan, to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees' home.
- (a) Weekly Indemnity participation is voluntary for all employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) **An** employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above:
- (i) an employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.

- (ii) an employee who is successful in a job posting where the scheduled hours ~~are~~ over sixty-six (66) every two weeks, will be automatically enrolled within **one** (1) month of the successful posting.
- (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately ~~preceding~~, may enrol at the commencement of the next sign up period, without evidence of insurability.

(5) Full-Timepart-Time Sick Leave Transfer

Sick leave benefits accumulated at time of transfer from full-time to part-time shall remain to the credit of the employee. Where a part time employee has elected ~~as~~ provided for elsewhere in this agreement to continue with prorata benefits her sick leave credits may be used ~~as~~ provided for in this agreement.

In addition, the parties will attach a Letter of Understanding to ~~the~~ Collective Agreement which provides that the employee's current sick credits ~~as~~ of August 1, 1997 minus the 14 days, (if available) to be used under the WI system, will be frozen at their current dollar amounts following the wage adjustments made prior to August 1, 1997.

The frozen sick leave bank can be used to top up sick days which are otherwise not fully paid (including days paid under the new WI plan) to a normal day's pay.

Those employees with less than 14 days in their sick leave bank ~~as~~ at August 1, 1997 (or date of implementation if earlier) will ~~start~~ the new sick leave plan with those ~~pre-existing~~ days in their new sick leave bank.

- 11.02 Whenever possible, any employee absenting himself ~~on~~ account of personal illness, must ~~notify~~ the Employer at least four (4) hours prior to the beginning of the scheduled shift if an evening or night ~~shift~~, and **one** (1) hour prior to the beginning of the day ~~shift~~. Failure to give adequate notice, unless such failure is unavoidable, may result in ~~loss~~ of sick leave benefits for that day of absence.
- 11.03 **An** employee must notify her department head (or designate) daily unless she has given prior ~~notice~~ of her anticipated date of return.
- 11.04 **This** provision is available only to employees who, ~~on~~ or before August 1, 1997, would have been eligible for cash. The amount eligible for ~~cashout~~ is modified by the Letter of Understanding attached to this agreement.

When an employee terminates her employment after acquiring seniority of five or ~~more~~ years, she shall be entitled to an amount equal to her salary, wages or other ~~remuneration~~ for **one** quarter of the number of sick leave days standing to her credit at ~~that~~ time.

- 11.05 Absence or injury compensable under the provision of the Workers' Safety and Insurance Act or Employment Insurance shall not be charged against sick leave credits.
- 11.06 Upon each pay period, the Employer shall include the employee's total sick day accumulation on pay stubs.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Personal Leave

Leave of absence for personal reasons may be granted by the Employer, provided that it does not disrupt the efficiency and service of the Home. Request for such leave must be made in writing at least one month prior to the commencement of the leave, and must state the date of leaving and the date of return.

In case of compassionate leave for emergency as much notice as possible is requested.

12.02 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or step child, and employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

- (f) Where it is necessary because of distance, the employee may be provided up to four **(4)** days additional unpaid leave.

12.03 **Pregnancy/Parental Leave**

Preamble

Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

Pregnancy Leave

- (a) **An** employee is who **is** pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks **as** provided **in** the Employment Standards Act, and may begin **no** earlier than 17 weeks before the expected **birth** date.

The employee shall give the Employer two **(2)** weeks notice, **in** writing, of the day **upon** which she intends to commence her leave of absence. **unless impossible**, and furnish the Employer with **a** certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) Pregnancy leave shall be granted **as** a right,
- (c) The employee shall give at least two **(2)** weeks' notice of her intention to **return** to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two **(2)** weeks notice **of** her intention to do **so**, and **furnishing** the Employer with a certificate of a legally qualified medical practitioner stating that she is able to **resume** her work.

Additional leave of absence may be taken under Article **12.03** Parental Leave.

- (d) Notwithstanding Article **12.03 (b)** above, an employee must complete 10 months of continuous service prior to the expected date of birth to **be paid** a supplemental unemployment insurance benefit.

Effective January **1, 1992** and upon confirmation of the **SUB** Plan by the Unemployment Insurance Commission an employee **on** maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be **paid a** supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of the regular weekly earnings and **the sum** of her weekly rate of unemployment insurance benefits. In any week, the **total** amount of **SUB**

payments and the weekly rate of UI benefits will not exceed 75% of the employee's normal weekly earnings.

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

Vested Interest - Employees do not have a right to **SUB** payments except for supplemental of UI benefits during the unemployment period as specified in the plan.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

- (e) An employee who does not apply for leave of absence under Article 12.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 12.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (f) During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (h) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of (g).
- (i) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- (j) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (k) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under (I) Parental Leave of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (l) Parental Leave
 - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care of custody of the employee, shall be entitled to parental leave.
 - (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
 - (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within 52 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed thirty five weeks after it began.
 - (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave, or thirty seven (37) weeks otherwise, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (v) For the purposes of parental leave under (l) Parental Leave, the provisions under (a), (f), (g), (h), (i), (j), and (k) shall also apply.

12.04 Union Leave

Upon notification of 14 days to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits.

12.05 Education Leave

- (a) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses. If required by the Employer, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits, to write examinations to upgrade his or her employment qualifications.
- (b) Employees who attend 90% or more of in services will be given preference to attend paid seminars. In service attendance will be reviewed quarterly and interested staff may make suggestions for seminars, Supervisors will also recommend appropriate seminars.
- (c) Educational Assistance Leave

Steeves and Rozema recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within S&R.

S&R will provide educational assistance to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. Employees in the following employee Classification(s) are eligible for educational assistance:

- Full-time Employees
- Part-time Employees
- Casual Employees

Individual courses or courses that **are** part of the degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position in the organization in order to be eligible for educational assistance. S&R has the sole discretion to determine whether a course relates to employees current job duties or a foreseeable future position. Employee should contact the Administrator or facility manager for more information **are** questions about educational assistance. Head **office** has several current college and university calendars available if you wish to look through them. Head **office** also keeps current information on a variety of seminars and **courses** offered by various training groups.

While educational assistance is expected to enhance employees performance and professional abilities, S&R cannot guarantee that participation in formal education will entitle the employee **to** automatic advancement, a different job assignment, or pay increases.

An employee may be granted in educational leave of absence, without pay, to attend of course, seminar or other educational endeavor. Please make your request for **an** educational leave of absence from the property manager, in writing and at least two weeks in advance.

Educational ReimbursementProcess

We were acquired the following information to process a refund of improved **courses** or **seminars**:

- 1) Proof of prior approval from the manager, Application for Educational Reimbursement.
- 2) **An** official receipt from the educational institute.
- 3) Official documentation of successful completion of the course. A transcript, certificate or the equivalent.

When all the above documents have been obtained, and are in order, you will be issued a cheque. A copy of any certificates received will be sent to your personnel file for future reference. We do not provide reimbursement for books, student fees, parking, accommodation, **meals** or other required supplies.

Trillium Villa Inc. will approve in reimburse up to a total of \$5000 per year and will deny approval/payment for courses taken beyond this limit. The Management will track all approve courses in their fees and will indicate to **an** employee if the \$5000 fund has been exhausted prior to approval of the course.

Please note: Act once your employer has reimburse the course, you are no longer eligible to use the tax deductible receipt on your income tax return.

12.06 **Paid Education Leave**

Effective January 1, 2002, the Employer agrees to pay into a special fund two (2) cents per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R. R. #1, CAW Road 25, Port Elgin, Ontario, NOH 2C3.

The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

12.07 **Jury and Witness Leave**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received; excluding mileage, traveling and meal allowance, and an official receipt thereof.

ARTICLE 13 – HEALTH AND WELFARE

13.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula as set out in Article 14.

Subject to Article 13, the Employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours bi-weekly (excluding probationary employees) who qualify the terms of the plans and who subscribe to said plans through payroll deductions.

- 13.02 The Employer agrees to pay 100% of the billing rate of the Ontario Hospital Insurance Plan (OHIP) for all employees eligible under the plan.
- 13.03 The Employer agrees to pay 100% of the billing rate of the Group Life Insurance Plan in the amount of \$20,000.00 term life insurance.
- 13.04 The Employer agrees to pay 100% of the billing rate for **an** Extended Health Care Plan (10/20 deductible), for such items **as** drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, ~~semi-private~~ hospital coverage, blood, oxygen, eye glasses – maximum \$90.00 per person in each consecutive two **years (\$120.000** effective April 1, 2002) and hearing aids prescribed by **an** Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person.

The drug plan will be modified **as** necessary to require generic substitution for **drugs** covered by the Plan unless otherwise prescribed by the employee's doctor.

- 13.05 It is agreed that the Employer will maintain an employee's Health and Welfare program until the end of the first full month following any leave of absence. Thereafter the Employer will continue to maintain the program with the employees repaying the Employer for the succeeding months.
- 13.06 Effective the first month following satisfaction of **enrolment** requirement and subject to requirements of the carrier:
- (a) Eligible employees who have **so** elected shall be entitled to participate **in** a Group Dental Plan (equivalent to Blue Cross Plan #9) based on the current ODA fee schedule.
 - (b) The Employer shall contribute fifty percent **(50%)** of the billed premium on behalf o f eligible, participating employees under **the** Plan in the employment of the Employer.
- 13.07 The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth.
- The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.
- 13.08 The Employer will continue as if an employee were at work, benefits as herein provided, relating to sick leave, vacations and health and welfare programs while an employee is either:
- (a) on sick leave, until accumulated sick leave credits have been paid in full or for **six** months, whichever is greater or

- (b) Notwithstanding the above, where an employee is absent and in receipt of Workers Safety and Insurance Benefits, the Employer will continue for up to twelve (12) months from the date of the injury to provide the health and welfare benefits in which the employee is participating at the time of the injury, provided only that the employee pay any premium share required under this agreement

13.09 Where they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment subject to the following conditions:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the maternity/adoption provisions, credit for service for purposes of salary increment, vacation, sick leave, ~~or~~ any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) days; the benefits concerned appropriately reduced on a pro-rata basis, and the employee's anniversary date adjusted accordingly. In addition the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. An employee on maternity/adoption leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during maternity/adoption leave or for a period of one (1) year if an employee's absence is due to an injury within the nursing home resulting in Workers' Safety and Insurance benefits.
- (d) Where an employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all employee benefit plans will continue for the period not exceeding thirty (30) days.

13.10 Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not be immediately eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year.

Late enrollment or re-enrollment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life When coverage approved.
- (b) Dental *\$200.00 maximum benefit/covered person
- (c) EHC
 - (1) Drugs *\$150.00 maximum benefit/covered person
 - (2) Vision & Hearing Aids No benefit during first **six** (6) months

* During first twelve **(12)** months of coverage.

13.11 EI Rebate

Effective for the start of the month following the release of the award, the employee's share of the Employer's Employment Insurance premium reduction **will** be retained by the Employer towards offsetting the cost of the benefits contained in **this** agreement.

- 13.12 All employees shall receive a ten percent (10%) discount on membership fees at the Northshore Fitness Club or equivalent club.

ARTICLE 14 – PRORATION OF BENEFITS

- 14.01 Accrual and payment of paid holidays and all benefits including shared cost arrangements for all affected employees shall be **on** a pro-rate basis of hours regularly worked in relation to seventy-five **(75)** hours bi-weekly **as** set out herein.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by 975 and then multiplying by 100.

(The predetermined six month period shall coincide with the posting of the seniority list.)

Hours paid in calculating proration formula will include W.C.B. and W.I. when **an** employee is **on**:

- (a) pregnancy leave;
- (b) parental leave;

- (c) approved leave of absence in excess of thirty (30) continuous calendar days; proration upon return, shall be based on % in effect prior to commencement of leave.

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have 100% of employer portion of insured benefits paid. Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

Holiday pay and vacation pay for employees who regularly work less than seventy-five (75) hours, and for those part time employees who elected to remain in the prorata benefits program as provided for elsewhere is as follows:

- (a) Holiday pay – based on proration formula (based on hours worked – 4 hour shift = 4 hours pay).
- (b) Vacation pay –percentage of earnings.

New Hires

All newly hired full time employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The proration percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

ARTICLE 15 – PENSION PLAN

15.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked, including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums allowances **are** excluded.

“Eligible Employees” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five **(975)** hours of service.

- 15.02 Each Eligible Employee covered by **this** Collective Agreement shall contribute **from** each pay period an amount equal to four percent **(4%)** of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent **(4%)** of applicable wages.
- 15.03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the **contributions are** attributable.
- 15.04 The Union acknowledges and agrees that other than making its contributions to the plan **as set** out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The **Union** and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement **in** force between the parties.

It is understood and agreed by the Employer and the **Union** that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amounts specified in the Collective Agreement then **in** force, the parties will meet **directly** to finalize methods to relieve the Employer of **this** increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- 15.05 The Employer agrees to provide to the Administrator of the Plan **on** a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, **as** amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is **not** readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. **This** may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and the Employer **are** unable to agree **on** the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained **at** the expense of the Plan to obtain such information from the Employer’s files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond **that** noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

A. To be Provided Once Only at Plan Commencement

Date of Hire
 Date of Birth
 Date of First Remittance
 Seniority List (for purpose of calculations past service credit)

B. To be Provided with each Remittance

Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings

C. To be Provided Once, and if status Changes

Address to be provided to the Home
 Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
 Marital Status

ARTICLE 16 – SHIFT PREMIUM

- 16.01 The Employer agrees to pay all employees an off **shift** premium of thirty-three (33) cents **per** hour for all hours worked on a shift other than the normal day shift hours. No pyramiding or duplicate payment of premiums will occur, so that this premium will not apply where another premium is operative.

ARTICLE 17 - JOB SECURITY

- 17.01 The Employer agrees to notify the **Union** in advance of any technological changes which the Employer has decided to introduce which will change the status of employees within the bargaining unit. The Employer also agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.
- 17.02 The Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized an who will employ the employees of the bargaining unit who would otherwise be laid **off** is not a breach of **this** provision.

ARTICLE 18 - TRANSPORTATION

- 18.01 Employees who use their personal vehicle for the authorized use of the Employer shall be paid ~~fifteen~~ (15) cents per kilometer.

ARTICLE 19- UNIFORM ALLOWANCE

- 19.01 All full-time employees shall be paid a uniform allowance of **\$8.00** per month. The uniform allowance will be paid every **six** (6) months in the amount of **\$48.00**. All part-time employees shall be paid a uniform allowance of \$4.00 per month. The uniform allowance will be paid every **six** months in the amount of **\$24.00**.
- 19.02 All employees will be allowed to purchase uniforms of their own choosing; the choice of wearing pantsuit uniforms will be at the employees' option.
- 19.03 Employees may wear shorts without pantyhose.

ARTICLE 20 - JOB POSTING

- 20.01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring **as** a result of death, retirement, resignation, promotion, demotion or termination of employment or any new jobs created, shall be posted **on** all bulletin boards for a **period** of seven (7) days.

It is understood that with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting.

- 20.02 Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and ability to perform the work required.
- 20.03 In the event the successful applicant within thirty (30) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to his former position, he shall be returned to his former position without loss of seniority.
- 20.04 If no applications to fill such vacancy or new job created are received from employees, then the Employer will fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the Union bulletin boards the outcome of all job postings.
- 20.05 Where an employee has successfully bid for a job posting involving interdepartmental transfer and qualified under Article 20.03 no further bid for interdepartmental transfer will be considered for a 3 month period.

It is understood a successful applicant for an interdepartmental transfer cannot bid back on a vacancy resulting from the original job posting.

ARTICLE 21 – BULLETIN BOARDS

- 21.01 The Employer will provide two (2) bulletin boards in mutually satisfactory locations for the convenience of the Union in Posting notices of Union activity.

ARTICLE 22 – JOB ASSIGNMENTS

- 22.01 An employee called on to perform duties in a higher rated category for four hours or more in a shift shall be paid the rate of pay equivalent to the employee's seniority standing with the Employer i.e.: Start – Probationary Period – 1 Year and 2 Years.
- 22.02 Any employee called, to replace an absent employee, within the first hour and one half shall, provided the shift is completed, be paid for the full shift.
- 22.03 If an employee is called into work to replace an absent employee, the employee must work in the area of the employee being replaced. Seniority notwithstanding, the work assignment is not to be changed by anyone except the immediate Supervisor or department head.
- 22.04 When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive \$3.00 per shift.

ARTICLE 23 – TRANSFERS

- 23.01** When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher, he or she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee he shall receive the corresponding rate vertically in the new classification.
- 23.02** When an employee who is transferred to a higher category has recent past experience with the Employer which is relevant to the higher category, the Employer shall give the employee credit for all of such experience up to the maximum for the higher rated job.

ARTICLE 24 – WAGES

- 24.01** ~~During~~ the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the rates set forth in Schedule “A” hereto, which schedule is hereby made a part of this agreement.
- 24.02** When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification and shall be retroactive to the date that notice of the new rate was given by the Home.
- 24.03** In the event of an error on an employee’s pay, the correction will be made I the pay period following the date on which the overpayment comes to the employer’s attention. If the error results in an employee being underpaid by 1 day’s pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

ARTICLE 25 – ACCIDENT PREVENTION – HEALTH AND SAFETY COMMITTEE

- 25.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 25.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. The CAW will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.
- 25.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 25.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 25.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.
- 25.06 Without limiting the generality of the foregoing, the committee shall:
- i) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
 - ii) make recommendations for the improvement of the health and safety of workers.
 - iii) recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - iv) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
 - v) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
 - vi) **The CAW** representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.
- 25.07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

- 25.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 25.09 The Committee shall have access to the annual **summary** of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 25.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.
- 25.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of **this** information.
- 25.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees **are** aware of the requirement to practice universal precautions.

25.13 National Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.

25.14 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all **staff** and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. **This** committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

25.15 Lockout and Machine Guarding

The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

- 25.16 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

25.17 Employment of Disabled Workers

The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

25.18 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

ARTICLE 26 – WORKERS' SAFETY AND INSURANCE

- 26.01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety and Insurance, the following shall apply:
- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Safety and Insurance.
 - (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Safety and Insurance shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 26.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

- 26.03** In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 24) of this agreement. Where the anticipated absence is less than less than four (4) months, the Employer may fill the position at his discretion.
- 26.04** (a) If an employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be turned to their former permanent position.
- (b) If an employee returns to work after ~~fifty-two~~ (52) weeks following the commencement of the WSIB claim she shall be returned to her former job or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 7.01 (c) of Part-Time Addendum. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).
- 26.05** If on the recommendation of the Workers' Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

26.06 Workers' Safety and Insurance Board Challenge

In the event that the employer challenges a Workers' Safety and Insurance Board claim, and employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Safety and Insurance for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Safety and Insurance if her claim was approved, or the benefit to which she would be entitled under this sick leave plan, Article 11. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the Workers' Safety and Insurance Board. If the claim for the Workers' Safety and Insurance is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 11. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 27 -- PRINTING OF AGREEMENT

- 27.01 The Employer shall, upon execution by the parties of a new Collective Agreement, provide on a 50/50 cost-sharing basis a copy of the Collective Agreement in booklet form.
- 27.02 The Union will provide the Employer with a copy of the Collective Agreement on a computer disk.

ARTICLE 28 -- TERMINATION

- 28.01 This Agreement shall continue in effect until the 31st day of January, 2004 and thereafter from year to year unless amended through negotiations.
- 28.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall be in within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.
- 28.03 If pursuant to such negotiations an Agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date this Agreement shall be automatically extended until consummation of a new Collective Agreement in full.

DATED at Larnia, Ontario this 04 day of July, 2002.

FOR THE EMPLOYER

Ande Roy

FOR THE UNION

D Caeden
Nancy McHenry

SCHEDULE "A"-WAGES

DATE	CLASSIFICATION	PROB	START	1 YEAR	2 YEAR
Feb 1, 2001	Kitchen	13.67	13.84	14.39	14.67
	Laundry& Hskpg	13.67	13.84	14.39	14.67
	Maintenance	13.67	13.84	14.39	14.67
	Laundry Supply	13.82	14.05	14.56	15.39
	HCA	13.82	14.00	14.56	14.89
	RPN	15.39	15.53	16.12	16.38
	Cook	14.75	15.01	15.41	15.64
	Cook Asst	14.58	14.88	15.23	15.48
	Act Aide	14.04	14.20	14.77	15.06
Sept 1, 2001	Kitchen	13.67	13.84	14.39	14.67
	Laundry& Hskpg	13.67	13.84	14.39	14.67
	Maintenance	13.67	13.84	14.39	14.67
	Laundry Supply	13.82	14.05	14.56	15.39
	HCA	13.82	14.00	14.56	14.89
	RPN	15.64	15.78	16.37	16.63
	Cook	14.75	15.01	15.41	15.64
	Cook Asst	14.58	14.88	15.23	15.48
	Act Aide	14.04	14.20	14.77	15.06
Feb 1, 2002	Kitchen	14.01	14.19	14.75	15.04
	Laundry& Hskpg	14.01	14.19	14.75	15.04
	Maintenance	14.01	14.19	14.75	15.04
	Laundry Supply	14.17	14.40	14.92	15.77
	HCA	14.17	14.35	14.92	15.26
	RPN	16.03	16.17	16.78	17.05
	Cook	15.12	15.39	15.80	16.03
	Cook Asst	14.94	15.25	15.61	15.87
	Act Aide	14.39	14.56	15.14	15.44
Feb 01, 2003	Kitchen	14.43	14.61	15.19	15.49
	Laundry& Hskpg	14.43	14.61	15.19	15.49
	Maintenance	14.43	14.61	15.19	15.49
	Laundry Supply	14.59	14.83	15.37	16.25
	HCA	14.59	14.78	15.37	15.72
	RPN	16.51	16.66	17.28	17.56
	Cook	15.57	15.85	16.27	16.51
	Cook Asst	15.39	15.71	16.08	16.34
	Act Aide	14.82	14.99	15.59	15.90

<u>DATE</u>	<u>CLASSIFICATION</u>	<u>PROB</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Sept 1, 2003	Kitchen	14.53	14.71	15.29	15.59
	Laundry& Hskpg	14.53	14.71	15.29	15.59
	Maintenance	14.53	14.71	15.29	15.59
	Laundry Supply	14.69	14.93	15.47	16.35
	HCA	14.69	14.88	15.47	15.82
	RPN	16.61	16.76	17.38	17.66
	Cook	15.67	15.95	16.37	16.61
	Cook Asst	15.49	15.81	16.18	16.44
Act Aide	14.92	15.09	15.69	16.00	
Sept 1, 2004	Kitchen	14.68	14.86	15.44	15.74
	Laundry& Hskpg	14.68	14.86	15.44	15.74
	Maintenance	14.68	14.86	15.44	15.74
	Laundry Supply	14.84	15.08	15.62	16.50
	HCA	14.84	15.03	15.62	15.97
	RPN	16.76	16.91	17.53	17.81
	Cook	15.52	16.10	16.52	16.76
	Cook Asst	15.64	15.96	16.33	16.59
Act Aide	15.07	15.24	15.84	16.15	
Sept 1, 2005	Kitchen	14.83	15.01	15.59	15.89
	Laundry& Hskpg	14.83	15.01	15.59	15.89
	Maintenance	14.83	15.01	15.59	15.89
	Laundry Supply	14.99	15.23	15.77	16.65
	HCA	14.99	15.18	15.77	16.12
	RPN	16.91	17.06	17.68	17.96
	Cook	15.97	16.25	16.67	16.91
	Cook Asst	15.79	16.11	16.48	16.74
Act Aide	15.22	15.39	15.99	16.30	

It is agreed that thirty (30) cents per hour will be added to the existing base rate in effect and paid in addition to such wage rates as set out in the collective agreement beginning February 1, 2004, as set out above. The thirty (30) cents per hour will be paid in two installments with the initial installment being a payment of fifteen (15) cents per hour to be paid on September 1, 2004 and thereafter add a second installment of fifteen (15) cents per hour to be paid in addition to the applicable base wage rates on September 1, 2005.

It is understood and agreed that these final payments will serve to satisfy all obligations under the Pay Equity plan. If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments **would provide for** a greater benefit (e.g. retroactive payment) the Employer will be required to pay such monies to the employees so otherwise entitled.

All employees on staff as of April 24' will receive retroactivity to February 1, 2001 on all hours paid. Such retroactivity will be paid within ninety (90) days of April 6, 2001.

All employees on staff as of April 24' will receive a lump sum payment within ninety (90) days of the date of ratification as follows:

Full time	\$250.00
Part time	\$125.00

NOTE: The Employer agrees that the Cook will be paid Cook's wages for all hours worked on their shift unless reassigned to a higher paying classification.

ADDENDUM TO THE COLLECTIVE AGREEMENT

Between:

TRILLIUM VILLA NURSING HOME
(hereinafter called the "Employer")

OF THE FIRST PART

and

**The National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)**
(hereinafter called the "Union")

OF THE SECOND PART

RE: PART-TIME EMPLOYEES

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Trillium Villa Nursing Home at Sarnia regularly employed for not more than 24 hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses and office staff, as set out in the certificate of the Ontario Labour Relations Board dated May 29th, 2000 .
- B. The foregoing provisions of the collective agreement shall apply to part time employees except as set out in F below, and except for Article 12 which does not apply to part-time employees.
- C. **An** employee will be considered on probation until after he/she has completed 337.5 hours of work in the part-time bargaining unit within twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.
- D. Part-time employees shall progress from Start to Probationary wage rate as full-time, to 1 year rate at 1800 hours worked or 1 ½ years, whichever is first; 2 year rate at 3600 hours worked or 3 years, whichever is first.
- E. The scheduling of part-time employees shall be made as equitably as possible before posting of the shift schedule, so that all part-time bargaining unit employees (employees working twenty-four (24) hours or less per week on the average) shall have an equal opportunity to receive all part-time **work**.

It is understood that part-time employees shall be on call and called in to replace full-time employees who are ~~off~~ work for paid holidays, vacations, leave of absence (paid or unpaid), or sickness).

- F. Effective April **23, 2001**, all part time employees will receive twenty cents (**\$0.20**) per hour in lieu of Extended Health Coverages (Semi-private; Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of ten thousand dollars (\$10000) for each part time employee who has completed probation to replace existing life insurance coverage, if any.

Part Time employees who ~~are~~ currently enrolled in any of the benefits may, ~~on~~ a one time basis on or before August 1, 2001, elect in writing to remain in the existing pro-rata benefits scheme for the same benefits that were participating in ~~as~~ of April **6, 2001**, and not move to the twenty cent plan benefits scheme outlined above. No other employee will be entitled to make ~~this~~ election. Where an employee is currently receiving W.I. benefits, the employee will remain on W.I. in accordance with the terms of the plan, and the election will ~~be~~ made when she returns to active employment.

Furthermore, where a part time employee who has elected to ~~remain~~ in the current prorata scheme subsequently chooses to participate in the twenty cent plan outlined above, she shall not be ~~permitted~~ to ~~return~~ to the former prorata coverage again.

Where a part time employee who has elected to maintain her pro rata benefits ~~as~~ outlined above has her status changed to full time, and she returns to part time status, or is returned to part time status, she may return to the former prorata benefits again, or elect to enter the twenty cent plan.

The parties will meet immediately upon the ratification of ~~this~~ agreement with Greenshields, or some other Carrier as may be agreed upon by the parties, to design a ~~Part~~ Time benefits plan. Once set up with Greenshields, or such other ~~Carrier~~ as may be agreed, eligible Part Time employees will have the option of continuing to receive the twenty (**20**) cents in lieu of benefits described above or purchasing such further coverage with the twenty (**20**) cents ~~as~~ may be available to them. The Employer agrees to pay directly to the Carrier for those employees who choose to participate in the Part Time benefits plan, the costs associated with such benefits to a maximum of twenty (**20**) cents per hour.

DATED at Leamington, Ontario this 04 day of July, 2002.

FOR THE EMPLOYER

Archie Roy

FOR THE UNION

P. Calver
Danny McKeen

LETTERS OF UNDERSTANDING

Between:

**TRILLIUM VILLA NURSING HOME
(hereinafter called the “Employer”)**

OF THE FIRST PART

- and -

**The National Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada)
(hereinafter called the “Union”)**

OF THE SECOND PART

RE: SICK LEAVE CERTIFICATES

In the interim and without prejudice to either parties’ view of the issue, the following rules will apply regarding payment for sick leave certificate!;

1. If the Employer requires a sick leave certificate in accordance with past practice of the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternative to 1. Above, the Employer may require an employee to attend an independent physician other than the employee’s own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the arbitrator.

RE: ABUSE POLICY

The parties agree that during the life of this Collective Agreement, they will meet and discuss their mutual concern regarding the issues of physical and verbal abuse in the workplace. The objective of these meetings is to identify the problem, and determine ways and means by which any such potential violence could be eliminated.

RE: ANNUAL MEDICALS REQUIRED BY THE NURSING HOME ACT

The parties agree that the following will apply, for the interim period and without prejudice to either parties' view of the matter until such time as the issue is resolved by M. Teplitsky.

1. All existing letters or forms required of employees to verify an **annual** examination **shall** be withdrawn. The Employer shall remove any disciplinary notations occurring **after** January 1, 1993 from all personnel files of employees related to the issue of annual medical examinations.
2. The Employer agrees that **no** employee will be required to undergo an **annual** medical examination nor be required to produce a medical certificate related thereto until such time **as** the matter is resolved as noted above. **During** the interim, in the event the **Ministry** of Health requires verification of an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

RE: PAID HOLIDAYS

An employee on WCB absence will not be entitled to holiday pay during such absence.

RE: SHORT TERM LAYOFFS

The parties agree to meet during the term of the agreement to attempt to agree on language which would apply to short term layoffs.

RE SICK CREDITS

The employee's current sick credits as of August 1, 1997 minus the 14 days, (if available) to be used under the WI system, will be frozen at their current dollar amounts following the wage adjustments made prior to August 1, 1997.

The frozen sick leave bank can be used to top up sick days which are otherwise not fully paid (including days paid under the new WI plan) to a normal day's pay.

The frozen cashout plan will be replicated in the Letter of Understanding amended **only** to reflect that it applies only to employees on staff as at August 1, 1997 (or date of implementation if earlier) and that the cashout formula applies to monies remaining in the sick leave bank.

Those employees with less than 14 days in their sick leave bank as at August 1, 1997 (or date of implementation if earlier) will start the new sick leave plan with those pre-existing days in their new sick leave bank.

RE: CMI REVIEW

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- ii) review the importance of charting and charting results on the CMI and CMM;
- iii) review the CMI results and *to* discuss the *implications* (if any) of a changed CMI; and
- iv) identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective Agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

RE: PENSION

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm to Orenstein & Partners will **be** retained to adjudicate the issue and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find **this** process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer either financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. In consideration of the Employer forthwith paying contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which may arise from the failure to collect employee matching contribution.
4. The Union agrees that Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the ~~most~~ frequent.

ABUSE AND/OR THREATENING BEHAVIOUR

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be **no** backlash or retaliation for the lodging of a complaint or participation in an investigation made in good **faith**. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident.

The multi disciplinary team, which may include the employee that was involved in the incident, will do a **full** assessment of the situation. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

HARASSMENT POLICY IN RESPECT OF CAW MEMBERS

1. Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and the CAW do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

~~For~~ the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined **as** a course of vexatious comment or conduct **that** is known or ought reasonably **to** be know to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other **person** because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, **record** of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the CAW will ensure that:

- * All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- * The Employer and the **CAW** will Jointly investigate all complaints.
- * The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the **CAW**.
- * All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- * name calling
- * racial slurs or jokes
- * mimicking a person's accent or mannerisms
- * offensive posters or pictures on paper
- * repeated sexual remarks
- * physical contact that could be perceived as degrading
- * sexual flirtation, advances, propositions
- * leering
- * comments about a person's sex life
- * innuendo, gestures or taunting about a person's body, disability, attire or gender

4. Procedure

The Employer and the CAW are responsible for:

- * advising a complainant when this policy applies;
- * providing education regarding harassment;
- * clarifying options available;
- * identifying and assisting complainants in obtaining counseling;
- * facilitating in the resolution process and
- * informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and the CAW will inform the complainant that they have the right to withdraw ~~from~~ any further action in connection with the complaint at any stage. **All** complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) **are** to be brought to the attention of the Employer and the CAW. They may be either verbal or in written form.
2. The Employer and the CAW will document the complaint and the individual will be informed of ~~his/her~~ rights.
3. The Employer will bring the matter to the attention of the **person** responsible for the conduct of harassment and attempt to resolve the matter ~~informally~~.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted **between** the complainant and respondent by the Employer and the CAW.
7. Where the joint investigation results in a **finding** that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.
9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the **Collective Agreement**.
11. The parties agree that **this** procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the **Human Rights** complaint procedure

VIOLENCE AGAINST WOMEN

The parties hereby **recognize** and share the concern that women uniquely face situations of violence or abuse in their **personal** lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith **on** the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

STEP 2 GRIEVANCE PREPARATION

The parties agree to enter into a trial period allowing the Union Chairperson a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting. The trial period shall last for a period of six (6) months. If, during the Trial period, any concerns the Employer may have in respect of the operation of this preparation period will be raised with the other party in order that these concerns can be addressed. If at the end of the Trial period either party is not satisfied that the preparation time is effective, the Trial can be discontinued.

JOB SECURITY

Contracting In

The Employer will not "contract in" during the life of the collective agreement. This undertaking expires January 31, 2004.

TRANSFER OF WORK/SALE OF LICENSE

The parties agree that they will not close an existing nursing home and open another in an attempt to avoid the Union during the life of this Agreement.

WORK OF THE BARGAINING UNIT

The parties shall identify the number of working supervisors in each facility, as of December 31, 2000. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

FOOD HANDLERS COURSE

The Employer will provide all non-compliant staff written notice and opportunity to take the food handler's course. Failing to do so could result in temporary suspension of an employee.

DISPOSABLE PRODUCTS

The Employer will look at an additional small washer and also revisit the use of disposable incontinence pads.

SMOKING AREA

The Employer needs more time to address and look into all ramifications and is seriously looking at an appropriate staff smoking area.

The Employer will investigate the requirements of relevant institutions such as health unit, Ministry of Health, accreditation, etc.

Scheduled 'B'
Present Schedule (Jan, March, May, July, Sept, Nov) (Odd Months)

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
EMPLOYEE A	E	E	E	E		D	D	D			E	E	E		D	D	D	D		E	E		D	D	D	D			
EMPLOYEE B	E	E	E		E	E	E		D	D	D	D			E	E	E		D	D	D	D		D	D	D			
EMPLOYEE C		D	D	D	D			E	E	E	E		D	D	D			D	D			E	E	E		E	E	E	
EMPLOYEE D	D		D	D	D			D	D	D	D		E	E			E	E	E	E			E	E	E	E		D	D

PROPOSED SCHEDULE (FEB, APR, JUNE, AUG, OCT, DEC) (EVENMONTHS)

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
EMPLOYEE A	E	E	E	E		D	D	D		E	E	E			D	D	D	D		D	D		D	D	D	D			
EMPLOYEE B	E	E	E	E		D	D		D	D	D	D			E	E	E		D	D	D	D		D	D	D			
EMPLOYEE C		D	D	D	D			E	E	E	E		D	D	D			D	D	D			E	E	E	E		D	D
EMPLOYEE D	D		D	D	D			D	D	D	D		D	D			E	E	E	E			E	E	E	E		D	D

DATED at Larica, Ontario this 04 day of July, 2002.

FOR THE EMPLOYER

Arde Roy

FOR THE UNION

P. Coles
Nancy McMurphy

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