

**THIS AGREEMENT DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004**

**BETWEEN:**

**ESSEX HEALTH CARE CENTRE**

**(The Employer)**

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1370**

**(The Union)**

**TERM: MAY 1ST, 2002 - APRIL 30TH, 2005**

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## **ARTICLE 1 - RECOGNITION**

- 1.01 The Employer recognizes Local 1370 as the sole and exclusive bargaining agent for all employees at the Essex Health Care Centre save and except the Administrator, the Director of Resident Care, the Food Service Supervisor, Environmental Service Supervisor, the Maintenance Supervisor, the Activity Director, the Rest Home Supervisor, those above the rank of Supervisor, registered or graduate nurses employed in a professional nursing capacity, and office staff.
- 1.02 The term employee(s) as used in this agreement shall mean a person(s) for whom the Union is sole and exclusive bargaining agent.
- 1.03 The Employer will not enter into any other agreement or contract with the employees either individually or collectively which will conflict with the provisions of this agreement.
- 1.04 This collective agreement covers two separate and distinct work areas. They are the nursing home, and the retirement home. This collective agreement, save and except for the retirement home addendum, applies in its entirety to the Nursing Home Division, but some sections apply in the unique fashion to the retirement home. Those sections are identified by asterisks in the collective agreement, and are separately addressed in the attached addendum.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

- 2.01 The Union recognizes the right of the company to hire, promote, demote, transfer, suspend or otherwise discipline and discharge any employee, for just cause, subject to such regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 2.02 The Union further recognizes the right of the company to operate and manage its business in all respects in accordance with its commitments and responsibilities.

## **ARTICLE 3 - DEDUCTION OF UNION DUES**

- 3.01 The Employer will deduct from the pay of each employee such dues and other assessments as are authorized by the Union.
- 3.02 Not later than the 15th day of the month following the month during which such dues and other assessments were deducted, the Employer will remit those monies to the National Secretary-Treasurer of the Union.
- 3.03 Together with the dues remittance the Employer shall provide a list of all employees from whose wages dues have been deducted, the amount so deducted.
- 3.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 3.05 Monthly dues and other assessments deducted from the employee's pay and remitted to the Union shall be indicated on the employee's income tax (t4) slips.
- 3.06 During the probationary period, a representative of the Union shall be entitled to a

reasonable period of time within regular working hours to interview new employees. Such interview shall not exceed fifteen (15) minutes.

It is agreed that if more than one probationary employee would be affected, the Employer can schedule the meetings simultaneously.

- 3.07 Both the Employer and the Union agree that there will be no discrimination, coercion or intimidation practiced or threatened against the individual employee by virtue of their membership, or non-membership, in the Union, or by the exercise or non-exercise of their rights and/or responsibilities as Union representatives under this agreement.

#### **ARTICLE 4 - NO STRIKES - NO LOCKOUTS**

- 4.01 The parties to this agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, the company will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or collective action which will interfere with or in any way impair the services of the company.
- 4.02 Definition of the terms "strike and lockout" as used in 4.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.
- 4.03 The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employee(s) results.
- \* 4.04 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, shall not perform duties of any jobs which are included in the bargaining unit, except in cases of training, emergencies or other situations mutually agreed upon by the parties.

#### **ARTICLE 5 - REPRESENTATION**

- 5.01 The Union shall elect, or otherwise select up to **six (6) Stewards**, one of whom shall be the Chief Steward, from among those employees who have completed their probationary period.
- 5.02 The Union will give written notification to the Employer of the names of the Stewards, and their replacements from time to time.
- The Employer will only provide official recognition to those Stewards for whom it has received written notification.
- 5.03 The Union shall appoint, and the Employer shall recognize, a Negotiating Committee not to exceed six (6) members, from among those employees who have completed the probationary period. Three (3) will be full-time, and two (2) will be part-time. One (1) will be the president. At least one of the members will be from the retirement home work area.

- 5.04 The Union recognizes that each Steward has regular duties to perform, and is responsible for those duties in the same manner as any other employee. Therefore the Union agrees that a Steward will not leave her work during working hours without first obtaining the permission of her Supervisor. In turn, the Employer agrees that provided the needs of the resident are met, the Steward indicates to the Supervisor when they will be leaving, indicates the absence is due to Union business, indicates the anticipated duration, and advises the Supervisor upon their return to work, such permission will not be withheld.
- 5.05 An employee has the right to have a Steward present at any meeting with the Employer where the employee is to be disciplined or discharged, or where the Employer would reasonably presume discipline or discharge might follow. The Employer shall advise the employee of this right in advance of any such meeting. If necessary, the employee shall be given sufficient time to arrange to have a Steward present.
- 5.06 At any step of the grievance procedure, both the Union and the Employer have the right to have representatives employed outside the facility attend and participate in any meetings.
- 5.07 The local shall have the right to the assistance of a representative from the Canadian Union of Public Employees at any step of the grievance beyond the procedure set out in Article 6.03 Of the collective agreement.
- 5.08 A Union representative shall not suffer any loss of pay, benefits or seniority while attending any meetings with the Employer during contract negotiations (not including Arbitration) grievances, and labour management meetings, provided they were scheduled to work.

## **ARTICLE 6 - COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE**

### **6.01 COMPLAINT PROCEDURE**

- 1) It is understood that any employee may raise a verbal complaint with his/her Supervisor, provided the complaint is raised within five (5) calendar days of reasonably becoming aware or ought to have been aware of the circumstances giving rise to the complaint.
- 2) A complaint is any matter arising out of the employment relationship, regardless if such matter would be a grievance within the meaning of this collective agreement.
- 3) At the request of the employee or the Supervisor, a Steward may attend any meeting.
- 4) A response to the complaint will be given as promptly as reasonably practicable, but not later than five (5) days following the original meeting.
- 5) Failing satisfactory resolution of the complaint, and provided the complaint is a grievance as hereinafter defined, the complaint may be processed through the grievance and Arbitration procedure.
- 6) The parties agree that it is not necessary to initiate grievances by following this process, but neither party is prejudiced however if a grievance is referred through the complaint

process before being referred to the grievance process.

6.02 GRIEVANCE PROCEDURE

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- 1) Where an employee believes they have a grievance under this collective agreement, the employee will first submit the grievance to her Steward.
- 2) Where the Steward and/or the Grievance Committee consider the employee has a legitimate grievance, that grievance will then be processed in accordance with the specified grievance procedure, provided however, that the Employer may decline to consider any grievance which is lodged more than ten (10) calendar days after the cause of the grievance should have become known to the employee.

6.03 The Grievance Committee will submit the written grievance to the Administrator or designate, who shall arrange within five (5) calendar days a meeting to discuss the grievance. The Administrator shall render his decision within five (5) days of the meeting.

6.04 Failing resolve in Article 6.03, Either party may request that a staff representative of the Canadian Union of Public Employees and/or a representative of the Employer arrange a meeting within ten (10) working days or such longer period as agreed upon.

6.05 MEDIATION

- A) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- B) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- C) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- D) The parties shall agree on a Mediator.
- E) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- F) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- G) The Mediator will have the authority to meet separately with either party.
- H) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of

the collective agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

I) The Union and Employer will share the cost of the Mediator, if any.

6.06 Failing a satisfactory settlement being reached in 6.03 or 6.04, the Union may refer the dispute to Arbitration. The processing of a grievance to Arbitration must be taken within ten (10) days following the receipt of the reply under Article 6.03 or 6.04.

6.07 **POLICY - GROUP GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance it may be submitted in accordance to Article 6.03.

6.08 In the event of an appeal to an arbitrator under this Article, a full-time representative of the Union will, on request made to the Administrator, be permitted to view any operation which is to be the subject of review by the arbitrator in the hearing before him on such appeal.

6.09 The arbitrator shall be selected by the parties to the grievance but if such parties fail to select an arbitrator within thirty (30) calendar days following receipt by the company of notice that the employee or employees concerned in the appeal are prepared to proceed, then the parties shall forthwith request the Minister of Labour for Ontario to designate an arbitrator to hear and determine the appeal.

6.10 The decision of the arbitrator shall be final and binding.

6.11 The arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. This shall not prevent him from setting aside or modifying a penalty which he considers to be unjust or unreasonable.

6.12 The expense of the arbitrator, if any, shall be borne in equal shares by the company and the Union. The shares shall be paid direct to the umpire by each party.

6.13 Any employee, except a probationary employee, who has been discharged from employment shall have the right to file a grievance with the company, not later than the third day following such discharge and this matter shall be dealt with under Article 6.03.

6.14 Days as defined in this Article shall not include Saturdays, Sundays, or statutory holidays.

6.15 Any record of disciplinary action shall be deleted from the employee's personnel file, and therefore not referred to in any context under this collective agreement if, eighteen (18) months have elapsed from the date of the most recent disciplinary action on file.

**ARTICLE 7 - SENIORITY**

\* 7.01 A) Seniority for full-time employees is defined as the length of service (with appropriate

adjustment for part-time service, if any) since date of hire, and shall include service with the Employer prior to the certification or recognition of the Union.

- B) Seniority for part-time employees is defined as the number of hours worked (with appropriate adjustment for full-time service, if any) since date of hire, and shall include service with the Employer prior to the certification or recognition of the Union.

Seniority for part-time employees shall include, in addition to hours worked,

- hours paid but not worked
- hours not worked because of absence due to vacation
- hours recognized for seniority purposes because of legislative obligations.

Hours paid, but not worked, and hours not worked because of absence due to vacation.

- C) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement.
- D) If a comparison of seniority between full-time and part-time employees is required, then the "revised seniority date" of the full-time employee shall be converted to hours based on the formula of one (1) year equaling 1920 hours with part years being pro rated, and these hours would then be compared against part-time employee's hours of seniority.
- E) Full-time employees changing their status to that of a part-time employee, or vice versa, will have their seniority date adjusted to hours worked, or years of service, as the case may be. The formula used will be one (1) year of full-time employment equaling 1920 hours of part-time employment and vice versa. Lesser amounts will be pro-rated.

- \* 7.02 A) A newly hired employee shall be considered a probationary employee and will have no seniority rights until after he/she has completed sixty (60) days or 450 hours of work, whichever comes first. Probationary employees shall otherwise be entitled to all provisions of this collective agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period.

- \* B) During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities of the employee, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

After completing the probationary period, the employee's seniority shall be effective from the original date of hire.

- C) A student shall be defined as a person who is enrolled full time in university or college or education system and who has the intention of returning to school. Students shall not be entitled to any rights under this collective agreement. Students shall only be hired for the



summer months, Christmas break, March break to provide vacation relief. Furthermore, students may only be utilized after all other part time employees have been at non-overtime rates called and are not available. This Article may be amended if agreed by mutual consent of both parties.

7.03 Employment will be deemed to be terminated if:

- A) the employee resigns;
- B) the employee is discharged, and such discharge is not reversed through the grievance and Arbitration procedure;
- C) the employee, without reasonable cause, fails to notify the Employer, within three (3) working days of receipt of a recall notice, of her intention to return to work, or, if the employee, without reasonable cause, fails to make herself available for work within fourteen (14) days of the receipt of a recall notice. Recall notices shall be dated for the same day they are mailed, by registered mail, or by other certified delivery service. They shall be considered to be delivered three (3) working days following the date of the letter.

The term "working days" where it is used in this Article shall not include Saturdays, Sundays, or holidays as defined in this agreement.

- D) The employee overstays a leave of absence or vacation without reasonable cause;
- E) The employee is absent from work for a period of three (3) days or more, and fails to notify the Employer of the absence, and the reasons therefore, and such absence, and failure to notify, is without reasonable cause;
- F) The employee is laid off for twenty-four (24) consecutive months;
- G) The employee is absent from work because of a non-compensable accident or illness for twenty-four (24) months, and there is no medical prognosis that the employee will be able to return to appropriate duties based on restrictions within a reasonable period of time. Any such prognosis, which would indicate the employee will be able to return to her regular duties within a reasonable period of time, is subject to verification by the Employer.

Notwithstanding the specified twenty-four (24) month period, if the employee is absent, and fails to maintain reasonable contact with the facility administration, or, fails to maintain employment information in a current fashion, or, accepts and/or continues other employment where that employment is of such a nature that it would be reasonable to expect a person capable of performing that employment to be actively at work, then seniority is lost, and the employee will be considered to have resigned.

7.04 Where an employee is absent from work due to an injury or illness deemed compensable by the workers' compensation board, seniority will continue to accumulate, and employment will not be deemed to be terminated provided it is reasonable to expect that the employee will be able to return to work, while an employee is absent from work due to compensable injury or illness, then no benefits are available to them except those premium based benefits in which they were enrolled at the time they were first absent.

Provided the employee continues to pay her share (if any) of the premium, then the Employer will continue to pay its share of the premium for the twelve (12) months following the date of the injury. Thereafter the benefit is available if the employee pays the entire premium.

An employee has a right to the foregoing protection for twelve (12) months. Thereafter, if the employee is absent, and fails to maintain reasonable contact with the facility administration, or, fails to maintain employment information in a current fashion, or, accepts and/or continues other employment where that employment is of such a nature that it would be reasonable to expect a person capable of performing that employment to be actively at work, then seniority is lost, and the employee will be considered to have resigned.

7.05 Seniority lists will be revised and posted in January and July of each year. A copy will be provided to the recording secretary of the Union.

7.06 To calculate the seniority of part time employees who are absent from work, the average number of hours worked in the six (6) pay periods immediately preceding the pay period in which the absence began shall be used.

### **ARTICLE 8 - LAYOFF AND RECALL**

\* 8.01 "Lay-off" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or preferred part-time employees.

"Normal" shall mean the usual or customary hours of work.

\* 8.02 In such circumstances, the Employer shall first terminate the employment of temporary employees and lay off probationary employees in the classification(s) of work in which the reductions are taking place.

\* 8.03 In the event of further layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification provided those remaining are willing and qualified to perform the available work.

For the purpose of this Article 8, the Nurse Aide classification shall be deemed to include the activity aide and/or restorative Aide classification.

\* 8.04 Employees shall be recalled to their former classification in the reverse order of their layoff, provided those remaining are willing and qualified to perform the available work.

\* 8.05 The Employer shall give notice of recall by registered mail, or by some other certified delivery service, addressed to the last address of record with the Employer. The notice of recall shall indicate the date and time in which the employee shall return for work. The employee is solely responsible for his proper address being on record with the Employer.

\* 8.06 The Employer shall give each employee who is to be laid off notice in writing of such layoff in accordance with the requirements of the employment standards act. These periods of notices are minimums, and greater notice may be given.

\* 8.07 Grievances concerning layoffs and recall shall be submitted to the Administrator.

\* 8.08 No employees shall be hired until employees on lay-off who are willing and qualified to perform

the work available are offered an opportunity of recall.

- \* 8.09 Provided the employee continues to pay his/her share (if any) of the premium based benefits in which they were enrolled at the time of the layoff, then the Employer will continue to pay its share of the premium based benefits for the month in which the layoff occurred, and for one (1) subsequent month. Following this, the employee may elect to continue to enroll in the premium based benefits for the duration of the layoff, twenty-four months, provided the employee pays one hundred per cent (100%) of the cost of the premium based benefits.
- 8.10 A) Employees with three calendar months or more of seniority shall be provided with written notice of layoff of one week's notice for each year to a maximum of eight weeks.
- B) Pay in lieu of notice of layoff shall be considered and calculated on the basis of a regular non overtime, non premium average hours of work of the affected employee, or such longer period or pay as may be required by the Employment Standards Act, as amended from time to time.
- C) The Employer agrees to meet with the union, as far in advance as practical, to discuss the layoffs and plans for implementation.
- D) In the event of a layoff, if an employee bumps into a new department within the home, such employee shall be credited with 100% of the seniority accumulated by him in accordance with the terms of the Agreement.
- E) In the event of a layoff as defined in this Agreement, the employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their option pursuant to this provision, and subsequently affected employees shall also be advised of options.
1. The affected employee can bump into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.
  2. The employee can accept the layoff subject to recall rights for a period of twenty-four (24) months as provided for in the Collective Agreement.
- F) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position at the rate of pay for the classification closest to their current rate as of the effective date of transfer.
- G) Upon receipt of a notice of layoff and advice of options, an employee shall have three (3) working days in which to advise the Employer of their decision.
- H) In accordance with the above, the Employer shall provide a seniority list to assist the employees affected in choosing their options.
- I) Where a full time employee bumps into a part time position, they shall be placed on the part time scheduled based on seniority. The affected employee will be offered call-ins as reflected by the posted schedule.
- J) All notices of recall shall be in writing and sent Registered Mail with a copy sent to the

Local Union President.

- K) An Employee issued a Notice of Recall will have three consecutive days from receipt of the notice to respond to the notice.
- L) An employee in a layoff position will be recalled by seniority in the following order;
  - a) within the classification
  - b) within the department, same classification, different shift or same department, different classification
  - c) within the building
- M) An employee recalled to work in a different department or a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should a vacancy or creation of the job become available. The employee or Union Representative will advise the employer if they perceive an omission has occurred.
- N) It is understood that if the employee on layoff does not accept recall within the classification and shift from which they were laid off, that such employee has forfeited any other recall rights, unless satisfactory proof is submitted to the employer that he or she cannot return due to reasons of illness/disability.

An employee may decline to accept a temporary vacancy. An employee who declines a temporary vacancy will retain the right to receive recall notice to any vacancy which may arise. An employee who accepts a temporary vacancy will retain the right to recall notice to the position they held prior to layoff.

- O) In all cases, it is understood that the employee must have the skill, ability and competence to perform the work.
- P) When no employee applies for and is awarded a vacancy within their respective area (Retirement Home, Nursing Home), prior to hiring from outside the bargaining unit, employees shall be given an opportunity to apply for any posting and the vacancy shall be awarded on the basis of Article 9.02.

An employee who has received Notice of Lay-Off and has utilized Option II of the Collective Agreement shall be notified of all vacancies.

## **ARTICLE 9 - TRANSFERS & PROMOTIONS**

- \* 9.01 A) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post such position(s) for one (1) week, for the purpose of permitting any member of the bargaining unit to apply. For clarity, this includes full-time, preferred part-time, and part-time vacancies or new positions. No application shall be accepted or considered after the posting closes.
- B) When a full-time or preferred part-time position is temporarily vacant or a new full-time or preferred part-time position is temporarily created within the bargaining unit, and it is anticipated that the vacancy will continue for six (6) weeks or more, the position will be posted and filled in accordance with Article 9.01 and Article 9.03.

- C) If a part time employee currently enrolled in benefits, is temporarily appointed to a full-time position, or vice versa, then the amount of their group life insurance will not change, but effective with the start of the first pay period following the appointment, the premium sharing for the extended health care benefit, and/or the dental benefits, will be amended as though they were full-time or part-time, as the case may be, and that will continue for as long as they remain in the temporary vacancy.

9.02 Where an employee possesses the skills, knowledge, ability and experience equal to the normal requirements of the job, the seniority of the applicants will be the determining factor.

\*9.03 It is understood and agreed that all new employees who are hired after November 16, 1998 shall be required to have the immediate qualifications for all jobs applied for.

Existing employees shall have the opportunity to apply for all jobs posted if they do not have the immediate qualifications and the posting shall be awarded to the most senior applicant provided they have the ability to perform the necessary requirements of the job.

9.04 The successful applicant will be notified within seven (7) days of the closing of the posting, and will be placed into the vacancy as soon as practical once the position becomes available.

9.05 Notification of the successful applicant shall be posted on the Employer's bulletin board for a period of not less than one (1) week upon the successful applicant being notified in accordance with Article 9.04.

9.06 A) If an employee is transferred or reclassified to a higher rated job group, the employee shall be placed at the first step on the new salary grid which step provides a salary increase. For purposes of future progression on the new wage grid, the employee will be deemed to have the necessary service to have advanced to that step.

B) If an employee is transferred to a lower rated job group due to a reduction of staff, inability to perform his work as required, at the employee's request, or any other reason, the employee will receive the corresponding rate for the group to which he was transferred to. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

Transfers and promotions are subject to a **forty –five (45)** day trial period except where the employee is transferred or promoted within the same classification regardless of full time or part time status. In such cases, the trial period shall not apply.

If during that trial period the employee does not perform her duties to satisfaction, or if the position is not satisfactory to the employee, she will be returned to her former position, as will any other employee transferred or promoted as a result of the first promotion.

## **ARTICLE 10 - LEAVE OF ABSENCE**

10.01 An employee desiring leave of absence shall make application to his Supervisor. All requests for leave of absence for more than three (3) working days shall be made in writing and shall be dealt with by the Administrator within five (5) working days of receipt of the request by him and

such leave will not be unreasonably withheld.

- 10.02 An employee of the company who becomes a full-time officer of the Union shall be granted leave of absence without pay by the company so long as he continues to be a full-time officer of the Union. **Such leave of absence will be renewed each year on request in writing to the Administrator.**
- 10.03 An employee who is elected to public office shall be granted a leave of absence without pay by the company for period up to one (1) year. Such leave shall be renewed each year, during this term of office, on request in writing to the Administrator.
- 10.04 Seniority shall accumulate during the period of any approved leave of absence except as specified.
- 10.05 Employees may be granted leaves of absence without pay not exceeding sixty (60) days in aggregate per calendar year for purposes of acting as delegates at Union conventions or seminars. The Union herein recognizes the Employer's obligations with respect to the operations and staffing of the home.

The Employer agrees to pay individual employees on a leave of absence pursuant to this Article their regular wages, and continue all benefits, service and seniority. The Employer will then bill the Union for the amount of the wages and benefits paid out on behalf of the employee. Requests for leave under this Article will be made where possible with at least fourteen (14) calendar days written notice by the president, or her designate.

**10.06 Maternity/Parental Leave will be in accordance with Employment Standards and will be amended accordingly with legislation.**

- a) **An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.**

**The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.**

**The pregnancy leave continues for seventeen (17) weeks after it began, if the individual is entitled to a parental leave, or on the day that is six (6) weeks after the delivery, if the individual is not entitled to a parental leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.**

- b) **An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within fifty-two (52) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.**

**Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time.**

**An employee must give at least two (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.**

**Parental leave ends thirty five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.**

- c) Where an employee has given notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.**

**Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.**

- d) Employees will be enrolled and/or continue to be enrolled in the benefit plans per Article 16.01 through 16.04 (both inclusive) of the agreement, unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.**

**Employees may make such arrangements with the Employer for the payment of their share as are mutually satisfactory. Normally it would be expected that the employee would make such payments by postdated cheques. In the complete absence of such arrangements for payment, the monies owed by the employee will represent an offset against wages.**

**Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier. The carrier has advised that, provided the individual re-enrolls in their benefit coverage within thirty-one days of the expiry of their pregnancy and or parental leave, no penalties will apply.**

- e) Employees are eligible to either begin or continue participation in the retirement benefit during any leave. Unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall continue to make the Employers matching contribution.**

**Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory. Normally it would be expected that the employee would make such payments by postdated cheques. In the complete absence of such arrangements for payment, the monies owed by the employee will represent an offset against wages.**

**Employees participating in the retirement benefit, have the right to vary the level**

**of contribution during the leave.**

- f) **An employee will continue to accumulate seniority during pregnancy and/or parental leave.**

**Seniority for part time employees shall be based on the average hours worked during the immediately preceding six (6) pay periods to the commencement of the leave.**

- g) **Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.**

#### 10.07 JURY DUTY OR COURT WITNESS

The Employer shall grant leave of absence without loss of seniority to any employee who is called as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

#### **ARTICLE 11 - LABOUR/MANAGEMENT COMMITTEE**

- 11.01 A Labour/Management Committee will be established. The Committee will consist of representatives of both the Union and the Employer. The Committee shall establish its own rules of procedure, except as provided herein.

- 11.02 The Committee shall not deal with any matter that is the subject of a grievance or Arbitration, or a matter that is properly before the health and safety Committee. The Committee has no power to amend the terms and conditions of this collective agreement. The Committee shall meet at intervals of approximately sixty (60) days, unless an urgent matter requires a more immediate meeting. Members of the Committee shall not lose pay for hours scheduled, but not worked, as a result of attending the meeting.

- 11.03 Health and Safety Committee

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health & Safety Committee. Reasonable steps within the control of the employer will follow to address a legitimate health and safety concern of employees presented in that forum.

#### **ARTICLE 12 - HOLIDAY PAY PLAN**

- 12.01 Employees are entitled to time off with pay on the day of observance of any of the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day



Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

12.02 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Province of Ontario.

12.03 A) Any employee who is scheduled to work, or any part time employee who is called in to work on any of the above holidays shall receive time and one-half (1 1/2) the regular rate for all hours worked on the holiday and in addition, if qualified, the holiday pay or a day off with pay mutually agreed upon between the employee and the Employer.

B) If a full time employee is called in to work on any of the above holidays on which she was not scheduled to work, she shall receive double time the regular rate for all hours worked on the holiday and in addition, if qualified, the holiday pay or a day off with pay mutually agreed upon between the employee and the Employer.

12.04 Approximately thirty (30) days prior to a given holiday, the Employer will post a form on which employees may indicate they wish to observe the holiday as an alternate day with pay. This applies regardless if the employee was scheduled to work on the holiday or not. The form will remain posted for fourteen (14) days.

If the person does not indicate they wish to observe the holiday as an alternate day with pay, they will be paid for the holiday as part of their pay for the pay period covering the period in which the holiday occurs. If the employee is paid for the holiday, they are still entitled to an alternate without pay.

12.05 The Employer has no obligation to consider a request for alternate if the request is not submitted to the Employer at least seven (7) days prior to the date of the proposed alternate. Alternates must be taken within ninety (90) days following the day of observation of the holiday, and at a time mutually agreed upon between the employee and the Employer. This requirement may be waived where an employee is absent from work because of disability, and therefore is unable to utilize the alternate within the ninety (90) days, or, where the alternate cannot be readily granted because of staffing levels, and the Employer and employee mutually agree to defer the alternate.

12.06 A) Full-time employees, upon completion of the probationary period, are entitled to float holidays. Each float holiday is earned when the employee is employed for a specified six (6) continuous month period, and works at least ninety (90) shifts in that specified six (6) continuous months. If that full-time employee works less than ninety (90) shifts, but at least sixty-seven (67) shifts, in the specified six (6) continuous months, the individual will earn one-half of a float holiday. For clarity, they will receive the full day off, but will only be paid one-half of their normal earnings. There are two (2) specified six (6) continuous month periods, and an employee who works the entire calendar year would be entitled to a maximum of two (2) float holidays. Float holidays shall be scheduled with the agreement of the employee and his/her Supervisor. Float days may be accumulated to a maximum of four (4) days and shall be paid out at the rate that they were earned.

B) Part-time employees, upon completion of the probationary period, are entitled to float a

holiday. The float holiday is earned when the employee is employed for the entire calendar year, and works at least forty (40) shifts in that specified year. If that part-time employee works less than forty (40) shifts, but at least twenty-five (25) shifts, in the specified year, the individual will earn one-half of a float holiday. For clarity, they will receive the full day off, but will only be paid one-half of their normal earnings. An employee who works the entire calendar year would be entitled to a maximum of one (1) float holiday. Float holidays shall be scheduled with the agreement of the employee and his/her Supervisor. Float days may be accumulated to a maximum of 4 days and shall be paid out at the rate that they were earned

If the employee utilizes the float holiday(s) before they are earned, and then does not work the time necessary to earn the holiday(s), the holiday(s) is/are an offset against the final wages due.

- C) The Employer has no obligation to consider a request for a float holiday if the request is not submitted to the Employer at least seven (7) days prior to the date of the proposed float holiday, but this does not prevent consideration in extenuating circumstances.

12.07 In order to qualify for pay for any of the holidays listed in this Article an employee must comply with the following:

- A) Have completed his/her probation period.
- B) An employee must work his last scheduled working day before and his first scheduled working day after the holiday, provided an employee shall not lose his holiday pay if he is absent on any such days with the permission of the company, or by reason of illness verified by medical doctor's certificate.
- C) A part-time employee must have worked ten (10) days in the twenty-eight (28) days prior to the holiday.

\* 12.08A) The Employer will endeavour to allow every full-time employee to be scheduled off for not less than four (4) consecutive days at either Christmas or New Year's of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.

- B) The Employer will endeavour to allow every part-time employee to be scheduled off work for not less than three (3) consecutive days at either Christmas or new year's of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.

- C) To accommodate the scheduling during this period, the scheduling rules in this agreement will be suspended.

12.09 Employees entitled to be paid for any holiday under this Article shall, when they work shifts of fixed duration, have their holiday pay calculated based on the duration of their regular shift. Where the duration of their regular shift varies, it shall be an average, based on the average duration of the shifts worked in the two complete paid periods prior to the pay period in which

the holiday is taken.

**ARTICLE 13 - VACATION WITH PAY**

13.01 Employees will be granted annual vacation with pay in accordance with the following provisions.

13.02 **ALL EMPLOYEES:**

Changes in vacation time and vacation pay percentage for an employee shall be effective on the employee's anniversary date in accordance with the following:

Less than one year	4% of earnings
After one year of service	Two weeks with vacation pay of 4% of the employee's gross earnings during the preceding year
After three years of service	Three weeks with vacation pay of 6% of the employee's gross earnings during the preceding year
After eight years of service	Four weeks with vacation pay of 8% of the employee's gross earnings during the preceding year
After fifteen years of service	Five weeks vacation with vacation pay at 10% of the employee's gross earnings during the preceding year
After twenty-two years of service	Six weeks with vacation pay of 12% of the employee's gross earnings during the preceding year.

For the purpose of this Article, gross earnings shall mean all earnings paid by the employer including previous paid vacation, excluding uniform allowance. For this purpose, 5 working days will equal one week vacation.

It is understood and agreed that all part-time employees switching from the current system to the new anniversary date of hire system will only start accumulating at the new rate of weeks and percentage to be used for the following year. Part time employees 1700 hours worked equals one year of service

**Effective January 1, 2005 for the purposes of determining part time employees vacation entitlement and pay, 1600 hours worked equals one year of service.**

For example, an employee's date of hire is January 30, therefore they will not begin to accumulate at the new percentage and weeks entitlement until the following January 30.

13.03 Full time employees may be permitted to take vacation in periods of less than five (5) days if mutually agreed upon between the Employer and employee. Normally, this will only be requested by the employee in extenuating circumstances.

13.04 Where an employee's scheduled vacation is interrupted due to a serious illness, requiring the

employee to be admitted, (whether as an in-patient or out-patient) to a hospital, the period of such illness shall be considered sick leave provided the employee provides satisfactory documentation of the illness. 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.

- 13.05 An employee is entitled to receive on the last pay day preceding commencement of their annual vacation all vacation pay.

Where an employee has not received vacation pay owed to them by November 30th, (that is, vacation pay credited as of December 31st of the previous year) it will be paid to them during the month of December.

13.06 Vacation Requests

- A) A vacation request form will be posted by April 15th. It will cover the period of June 1st to September 30th, both approximately.
- B) Employees who wish vacation periods shall indicate their choice by May 15th.
- C) The Employer will then schedule vacations, and where a conflict exists, scheduling will be by seniority within classification.
- D) The final vacation list will be posted by May 30th, and thereafter no employee can displace another employee from their scheduled vacation.
- E) Vacation periods which are not assigned by this system will be assigned by mutual agreement between the Employer and the employee. Vacation requests will be considered on a "first received, first considered" basis. Failing agreement, the Employer will assign the vacation.

**ARTICLE 14 - HOURS OF WORK**

- \* 14.01 A) The regular weekly hours for full-time employees shall be **seventy-five (75) hours bi weekly.**
- \* B) Part-time employees shall be regularly scheduled to work not more than **forty-five (45) hours bi weekly.**
- \* \* C) The regular daily hours shall be **seven and one half (7.5)** hours per day, **exclusive** of a one-half (1/2) hour paid lunch.
- \* D) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union and the employee.
- \* E) No employee shall be scheduled to work more than five (5) consecutive days unless specifically agreed to by the Employer, the Union and the employee, or where the employee makes a written request.
- \* F) All employees shall be entitled to a fifteen (15) minute rest period with pay in each half shift at times designated by the Employer.

- \* 14.02 Work schedules of four (4) weeks duration shall be posted at least two (2) weeks in advance of the commencement of the schedule. Work schedules shall provide at least fifteen (15) hours off between the end of one scheduled shift and the start of the next scheduled shift. The foregoing shall not apply to the dietary area, where the minimum scheduled time off shall be nine (9) hours, or to the changeover between standard time and daylight saving time.

- 14.03 A) Where an employee is authorized to work, and does so, for more than (7.5) seven and one half continuous hours, or for more than seventy-five (75) hours in a pay period, all such time worked in excess of seven and one half hours (7.5) continuous hours, or in excess of seventy-five (75) hours per pay period shall be considered as overtime. Such authorized overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay.

**Overtime shall be offered on the basis of seniority within the classification.**

When an employee is called back to work within one hour and reports to work within that hour, it shall be deemed as continuous hours.

- B) During the changeover from daylight saving time to standard time, and vice versa, employees will be paid for hours actually worked, whether at straight time or overtime rates.

- \* 14.04 All full-time employees shall be given every second weekend off.

Once each calendar year a full-time employee is entitled to be scheduled off without pay on a weekend they would otherwise be scheduled to work.

- \* 14.05 Each part-time employee shall receive a minimum of an average of one (1) weekend off in three (3). This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to the part-time staff.

Preferred part-time employees shall be scheduled every second weekend off provided there is no reduction in their bi-weekly forty-five (45) hours of scheduled work unless otherwise agreed.

**Once each calendar year a part time employee will be entitled to a weekend off without pay on a weekend they would otherwise be scheduled to work providing the request is made ten (10) days prior to the schedule being posted.**

- \* 14.06 Subject to Article 9, regular full-time employees shall have their preference of shifts in accordance with seniority, the ability to perform the work, and providing there is a vacancy in the shift requested.

- 14.07 If an employee is scheduled to work, and reports, they are entitled to four (4) hours of work, or four (4) hours of pay, at the Employer's discretion. All employees will attempt to provide at least four (4) hours notice or as much time as is reasonably possible when they will be absent or ill.

- 14.08 Employees called in shall be allowed time to travel to the job. This is to say that an employee called in shall be allowed a maximum of one (1) hour's pay or such lesser time that it might take to travel to work after the start of the shift, calculated from time of the call-in.
- \* 14.09 For those persons employed in a full-time capacity as of August 4, 1988, the Employer agrees that it will not arbitrarily change the starting time of their duty shifts for as long as they continue in the shifts in which they were employed as of this specified date. If the Employer believes reasonable cause exists to change the starting time of those employees' shifts, the Employer will first advise the Union of the need to change the starting time of the shift, will meet and discuss with the Union these reasons, if requested by the Union, and will provide the employees with at least thirty (30) days notice of the change. This protection is not provided to any person who is a permanent employee as of August 4, 1988, but who subsequently voluntarily changes shifts, or to any person who becomes a full-time employee after August 4, 1988.
- 14.10 The Employer will allow qualified employees who have completed the probationary period to exchange shifts or days of work provided the employee completes the appropriate forms, and submits those forms to the Employer in a timely fashion, the exchange does not create any extra cost for the Employer, and the individuals that exchange the shifts in turn work for one another within a reasonable period of time. It is specifically noted that the Employer assumes no obligation for any overtime payment arising because of exchanged shifts. The Employer reserves the right to reject requests that do not meet the criteria listed, or where the Employer considers there is an abuse or misuse of the system.
- \* 14.11 Part-time employees must be reasonably available to work a combination of scheduled and call-in shifts to a maximum of six (6) shifts per bi-weekly pay period. The phrase "reasonably available" recognizes that no employee will be consistently available for all call-ins, but equally, no employee should be consistently unavailable. A failure to be reasonably available is cause for appropriate disciplinary action.
- \* 14.12 Part-time scheduling will be in accordance with the following principles:
- In the nursing department, and within classification, the more senior employees will be scheduled for the greater number of shifts, to a maximum of six (6) shifts. It is recognized that more junior employees will still be scheduled for some work, even though the least senior employees may not be scheduled for any work.
  - In the dietary department, scheduling will be in accordance with the letter of agreement dealing with scheduling and call-in of part-time staff in the dietary area.
  - In other work areas, the existing practice will continue.
- \* 14.13 Part-time call-in will be in accordance with the following principles:
- In the nursing department, call-ins will be offered to available regular part-time employees by seniority within their classification.  
  
An employee is considered "available" if they have not worked a combination of six (6) scheduled and call-in shifts, (including scheduled shifts not yet worked), if they are not already scheduled to work, and if the work is at straight time rates.
  - Preferred part-time employees shall only be called in when no regular part-time employee is willing to accept a call-in.

Call-ins:

A call-in list will be developed and maintained.

Call-ins will begin with the most senior part-time employee who is not scheduled to work forty-eight (48) hours in a bi-weekly pay period. The person calling would attempt to contact that individual, and offer the work opportunity. If the individual could not be contacted, or declined the call, the work opportunity would be offered to the next senior person. Once the opportunity is accepted, the next opportunity is offered to the next senior person, until the bottom of the list is reached. The call-in then returns to the top of the seniority list, and continues to progress in the same fashion.

At the start of each pay period, a new list is prepared, and it begins with the most senior employee.

Persons on the call-in list are bypassed if:

- they have already worked forty-five (45) hours, and other employees have not worked forty-five(45) hours
- they are already scheduled to work on that day
- overtime would result unless overtime would result in any case.

Dietary Department:

- The three (3) senior part-time employees in the Dietary area would each be scheduled to work thirty seven and one half (37.5) hours per bi-weekly pay period. Those forty (40) hours could be made up of any number of shifts. For clarity, this scheduling will not provide these individuals any assurances they would be scheduled to any particular shift.
- The balance of the hours available would be distributed among the remaining available part-time employees. The distribution would be equitable, and where hours remain, they would be assigned to the more senior employees. The equitable distribution recognizes that not all employees will receive the same number of hours in each pay period. Appropriate adjustments may occur over several pay periods.
- Students are not available for all shifts, and would not be scheduled, unless they were available for all shifts, such as during the summer vacation.
- If there were sufficient hours available such that all part-time employees were scheduled to work forty (40) hours, then beginning with the most senior part-time employees, the additional hours would be assigned such that the more senior employees will always have one more shift than the junior employees.
- In other work areas, the existing practice will continue.

**ARTICLE 15 - BEREAVEMENT LEAVE**

15.01 When death occurs in an employee's immediate family (that is current spouse, child or step-child, an employee if scheduled to work on request will be excused for up to five (5) regularly scheduled working days with pay between the date of death and the funeral.

When death occurs in an employees extended family (an employee's parents or step-parents, parent or step-parent of a current spouse, brother or step-brother, or sister or step-sister, grandparent or grandchild), an employee if scheduled to work, on request, will be excused for up to three (3) regularly scheduled working days with pay between the date of death and the funeral.

- 15.02 In the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle, niece or nephew, the employee if scheduled to work shall be granted one (1) day's leave with pay provided he/she attends the funeral.
- 15.03 For the purpose of this sub -Article, the Employer recognizes both common-law marital relationships, and same sex marital relationships.

#### **ARTICLE 16 - GROUP INSURANCE**

- 16.01 A) Those health and welfare benefits available to employees are detailed in this Article. All these benefits are available to the employee once the employee has completed the probationary period, or in the case of a part-time employee who has already completed the probationary period, once that employee has completed the trial period. Where the employee pays a portion of the premium, such payment is made by payroll deduction. All of the benefits are more particularly described in the master insurance policy between the Employer and the carrier.

B) **ENROLMENT/LATE APPLICATION**

Enrolment in all benefits must be completed within thirty-one (31) calendar days of eligibility or loss of coverage either through a spouse or previous Employer. Late application for life, weekly indemnity and extended health coverage is subject to approval by the insurance carrier. Evidence of insurability is required and the administration fee will be paid by the employee. However were the late application is proven to be the fault of the Employer or carrier, any administration cost shall be paid by the Employer late dental coverage applications are subject to the insurance carrier's restrictions during the first year of coverage.

- 16.02 These are the benefits available to full-time employees.

- A) The Employer will provide life insurance **in the amount of one and half (1 ½) times the annual salary with an accidental death and dismemberment rider, and the Employer shall pay 100% of the premium.**

- B) The extended health care plan will be amended to provide payment of \$3.00 per prescriptions which by law must be prescribed, generic substitution.

The Employer will pay 100% of the premium for full-time employees.

- C) The Employer will pay 100% of the premium for a vision care insurance plan providing a benefit of \$125.00 in a two (2) year period.
- D) The Employer will pay 70% of the premium for a dental plan, equivalent to the Blue Cross No. 9, at current O.D.A. rates, as amended from time to time.



- E) Any balance of premiums owing to the Employer will represent an offset against wages or vacation pay owed to the employee.

16.03 These are the benefits available to part-time employees:

- A) The Employer will provide life insurance **in the amount of one and half (1 ½) times the annual salary with an accidental death and dismemberment rider, and the Employer shall pay 100% of the premium.**

- B) The Employer will pay 60% of the premium for a prescription plan.

Effective July 1st, 1995 the extended health care plan will be amended to provide reimbursement for drugs which by law must be prescribed, generic substitution, and with an 90/10 co-insurance.

The Employer will pay 60% of the premium for a vision care insurance plan providing a benefit of \$125.00 in a two year period.

- C) The Employer will pay 60% of the premium for a vision care insurance plan providing a benefit of \$100 in a two year period.
- D) The Employer will pay 46% of the premium for a dental plan, equivalent to the Blue Cross No. 9, at current O.D.A. rates, as amended from time to time.
- E) Any balance of premiums owing to the Employer will represent an offset against wages or vacation pay owed to the employee.

- 16.04 A) Effective upon completion of the probationary period, all full-time employees shall be eligible to enroll in a weekly indemnity salary plan subject to the following terms:

The benefit shall be 66 2/3%, to the unemployment insurance commission maximum, of wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. The coverage shall continue for seventeen (17) weeks. The Employer shall pay 100% of the premium of the weekly indemnity plan.

- B) Effective upon completion of the probationary period, all part-time employees shall be eligible to enroll in a weekly indemnity salary plan subject to the following terms:

The benefit shall be 66 2/3%, to the unemployment insurance commission maximum, of wages lost from and including the first day of accident or hospitalization, and the eighth day of illness. The coverage shall continue for seventeen (17) weeks. The Employer shall pay 100% of the premium of the weekly indemnity plan.

- 16.05 A) Upon completion of the probationary period, all full-time employees shall receive one (1) day sick credit for each complete calendar month of regular attendance.

Such sick leave accrues to a maximum of eighteen (18) days.

Regular attendance occurs when an employee works at least eighty (80) hours in a

calendar month. For the purpose of this calculation, vacation time shall be considered time worked.

For the purposes of this clause, a full time sick day credit shall equal seven and one half (7.5) hours.

- B) Upon completion of the probationary period, all part-time employees shall receive two-thirds (2/3) of a day sick credit for each complete calendar month of regular attendance.

Such sick leave accrues to a maximum of fourteen (14) days.

Regular attendance occurs when a part-time employee works at least fifty (50) hours in a calendar month. For the purpose of this calculation, vacation time shall be considered time worked.

For the purposes of this clause, a part time sick day credit shall equal five (5) hours.

- C) Accumulated sick days shall be used to compensate for wages lost during illness up to a maximum of seven (7) consecutive days for a single illness.

Accumulated sick days may be used to supplement weekly indemnity payments to full salary.

When sick leave pay is claimed by an employee, the company reserves the right to request a medical certification from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick leave payment for said illness. The company agrees that it will not as a matter of general practice request such medical certificate in all cases, but rather such request shall be made by the Administrator only where an employee's absence because of claimed illness has become questionable.

Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for discipline.

- 16.06 Where an employee is absent from work for any reason for thirty (30) days or less, the Employer will continue to pay its portion of any of the specified premiums. Where the employee continues absent after the thirty (30) days, then except in those cases in which the leave is a voluntary leave requested by the employee for personal reasons, the Employer will continue to pay its portion of any of the specified premiums to a maximum of eighteen (18) weeks, which time shall include the initial thirty (30) days.

Voluntary leaves for personal reasons do not include Union leave, or leave to serve in public office, or maternity leave.

- 16.07 The Employer shall have the right to change carriers of benefit coverage herein, at its discretion, subject to benefit coverages and services being equal or better than existing coverage.

## **ARTICLE 17 - CLASSIFICATION OF EMPLOYEES & WAGES**

- 17.01 Wages shall be paid in accordance with Schedule "A" attached.

- 17.02 The company will make arrangements to pay all employees in the bargaining unit on Wednesday

of every second week.

If an employee is under paid by one day's pay or more, as the result of the Employer's error, upon request the Employer shall make a supplementary payment. That payment will be made within three (3) days, exclusive of Saturdays, Sundays, and holidays.

#### 17.03 CHANGES IN CLASSIFICATION

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. When such new job is created or established through a substantial change, the rate of pay shall be subject to negotiations between the Employer and the Union.

#### 17.04 Shift Premium

A shift premium of twenty-five (25) cents per hour shall be paid for all hours worked where the majority of hours are worked between 2:30pm one day and 6:30am the next day.

**Effective January 1 2005 a shift premium of twenty-eight (28) cents per hour shall be paid for all hours worked where the majority of hours are worked between 2:30 pm one day and 6:30 am the next day.**

### **ARTICLE 18 - UNIFORM ALLOWANCE**

18.01 Any employee who has completed the probationary period is entitled to a lump sum payment in the amount of **\$135.00** for uniforms to be paid on the last pay in October.

Any employee who has completed the probationary period is entitled to a lump sum payment in the amount of **\$85.00** for uniforms to be paid on the last pay in October.

Uniform attire means any attire which the Employer requires the employee to Wear.

### **ARTICLE 19 - RETIREMENT BENEFIT**

19.01 A group registered retirement saving plan is established as a retirement benefit.

19.02 Both full and part-time employees are eligible to participate upon the completion of six (6) continuous months of employment.

19.03 Participation is voluntary, at the employee's discretion, and the employee may enter the plan at any time, or suspend their participation, or re-enter at any time, and in each case, enrolment or suspension or re-entry occurs effective the start of the first pay period following the giving of written notice.

19.04 Employees can choose their level of contribution, provided they contribute a minimum of 1% of earnings, as defined, and provided their contribution does not exceed 4% of earnings, as defined.

19.05 Earnings are defined as hourly pay, exclusive of any premium, or paid time not worked. For

clarity, but without restricting the generality of the foregoing, it is specifically noted that neither vacation pay nor any payment to part-time employees in lieu of being provided benefits would be included.

- 19.06 The Employer will contribute an amount equal to that contributed by the employee.
- 19.07 Both the Employer and employee contributions immediately become the property of the employee. The employee can have access to the funds at any time, in accordance with the appropriate legislation, but if the employee elects to withdraw funds while still employed, then the Employer will have no obligation to make any matching contributions for the six (6) calendar months following the month in which the withdrawal occurred.
- 19.08 Any administrative costs shall be deducted from the individual's funds on deposit.

## **ARTICLE 20 - GENERAL**

20.01 Use of the male pronoun in this agreement shall be read to include the female whenever applicable.

### 20.02 NEW LANGUAGE RE: PYRAMIDING

There shall be no pyramiding of payments or benefits payable under the terms of this agreement or under any statute of legislation applicable to the employee.

"Pyramiding" is defined as (but not limited to) a premium on top of a premium: time and one half on time and one half or premiums calculated at over time rates.

## **ARTICLE 21 - EMPLOYEE ASSISTANCE PROGRAM**

### 21.01 EMPLOYEE ASSISTANCE PROGRAM

Refer to Letter of Understanding

21.02 The Union and the Employer will also work co-operatively to assist employees who may have other difficulties.

Employees who may benefit from such assistance are free to seek assistance through the employee assistance program.

## **ARTICLE 22 - TERM OF AGREEMENT**

22.01 This agreement shall become effective as of May 1st, **2002** and shall remain in effect until April 30th, **2005**.

22.02 Should either party wish to propose changes to this agreement, they will notify the other within ninety (90) days of the expiry of this agreement. The parties hereto agree that within ten (10) days of receipt of the notice, the other party will arrange appropriate meeting dates.

22.03 RETROACTIVITY

Increases in the wage rates shall be retroactive and paid as and from May 1, **2002** to all employees in the bargaining unit at that date. Any employee as of that date who has since ceased to be an employee shall have a period of thirty (30) days only from the execution of the collective agreement in which to claim from the company any adjustment to his remuneration. Any new employee hired since that date shall be entitled to a pro rata adjustment to his remuneration from the date of his employment.

The company shall be responsible to contact in writing at the last known address any employee who has since left its employ to advise him of his entitlement to any retroactive adjustments within fifteen (15) days of the execution of the collective agreement with a copy of the notice sent to the Union. Unless otherwise specified all other terms shall be effective as and from the date of ratification.

Retroactivity shall be paid within three (3) full pay periods following notification of ratification.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004\_

**ESSEX HEALTH CARE CENTRE**  
**(NURSING HOME DIVISION)**

**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES AND ITS**  
**LOCAL 1370**

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\_\_\_\_\_

**SCHEDULE "A"**

**Insert Wage Schedule re: Nursing**

**Note: Certified Activation Worker shall receive a 25 cent per hour premium above the activation aide rate when working in activation and where the employee holds the appropriate certificate.**

**SCHEDULE "A.A"**

**INTERIM WAGE SCHEDULE**

VERSA-CARE CENTRE - ESSEX - C.U.P.E. - RETIREMENT HOME

JUNE 2004

CLASSIFICATION	STEP	EXPIRED RATE MAY 1/01	MAY 1/02 2%	MAY 1/03 2%	MAY 1/04 2%	June 9/04 Ratified 8 hr to 7.5
<b>R.P.N.</b>	<b>Prob</b>	13.290	13.556	13.827	14.104	15.044
	<b>after 480 hrs</b>	14.610	14.902	15.200	15.504	16.538
	<b>after 1700 hrs</b>	15.870	16.187	16.511	16.841	17.964
	<b>after 3400 hrs</b>	16.230	16.555	16.886	17.224	18.372
<b>GUEST</b>	<b>Prob</b>	10.840	11.057	11.278	11.504	12.271
<b>ATTENDANT</b>	<b>after 480 hrs</b>	12.070	12.311	12.557	12.808	13.662
	<b>after 1700 hrs</b>	13.250	13.515	13.785	14.061	14.998
	<b>after 3400 hrs</b>	13.640	13.913	14.191	14.475	15.440
<b>RETIREMENT</b>	<b>Start</b>	11.230	11.455	11.684	11.918	12.713
<b>ATTENDANT</b>	<b>after 1700 hrs</b>	11.500	12.512	12.762	13.017	13.885
	<b>after 3400 hrs</b>	11.760	12.795	13.051	13.312	14.199

\* Effective June 9, 2004, rates to reflect a 7.50 hr workday instead of an 8.00 hour day

Nurse aides currently employed at Essex shall continue to be paid at the Nurse Aide rate of pay

Attendants hired in Retirement after January 1, 1997 shall be placed on the above grid at their appropriate level according to their seniority as of January 1/97.

If a Nurse Aide applies for and is awarded a job posting in the retirement home, she shall be placed at the appropriate level on the wage grid according to her seniority.



**LETTER OF AGREEMENT**

**BETWEEN**

**ESSEX HEALTH CARE CENTRE  
(NURSING HOME DIVISION)**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1370**

**Re: Liability Insurance**

This will confirm that Versa Care Inc., as the owner of the Essex Health Care Centre, possesses liability insurance coverage which coverage, subject to the specific terms and conditions of the insurance policy, would also extend to the employees of the facility.

All of which is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2004\_.

FOR ESSEX HEALTH CARE CENTRE

FOR C.U.P.E. LOCAL 1370

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**LETTER OF AGREEMENT**

**BETWEEN**

**ESSEX HEALTH CARE CENTRE**

**AND**

**THE CANADIAN Union OF PUBLIC EMPLOYEES AND ITS LOCAL 1370**

**(FULL-TIME AND PART-TIME)**

**Re: Orientation**

1. The Parties agree to certain matters in respect of the orientation of new employees, other than Registered Professionals.
2. New employees will be provided four days of orientation for the Nursing area, and three days of orientation for other areas.
3. During the first shift of orientation, an extra employee will be assigned to work directly with the new employee, and will provide them training and assistance in accordance with the Employer's direction. During this shift of training, the regular employee will be extra to the Employer's normal staffing patterns.
4. For the balance of the orientation period, the employee will work directly with regular employees.
5. During the orientation period, the new employee will represent an additional person over and above normal staffing levels.
6. During the orientation period, the newly hired employee will be paid at the **Probationary rate**, notwithstanding any other provision of this Agreement.
7. Orientation is part of the probationary period.
8. The letter will not apply when an individual transfers from one classification to another, even if the individual requires a period of orientation.
9. The letter will not apply when the Employer cannot provide a trainer to work with the newly hired employee.
10. The letter will not apply when the Employer cannot provide the specified orientation.
11. This letter attaches to and forms part of the Collective Agreement, and continues unless either party gives the other party thirty (30) days written notice that the letter is to be discontinued. If that occurs, then upon the expiry of the time period, any practices arising out of this letter are discontinued.
12. Any concerns regarding the administration of this letter are proper matters for discussion at a Labour Management meeting.

All of which is agreed this \_\_\_\_ day of \_\_\_\_\_ 2004\_\_

FOR THE EMPLOYER

FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1370

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**LETTER OF UNDERSTANDING**

**BETWEEN**  
**CENTRAL PARK LODGE - ILER**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1370**

**Re: CMI Review:**

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results.

Dated \_\_\_\_\_, 2004

For the Union:

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For the Employer:

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## **ADDENDUM**

IN ACCORDANCE WITH THE PARTIES' RECOGNITION OF THE NURSING HOME WORK AREA AND THE RETIREMENT HOME WORK AREA AS SEPARATE AND DISTINCT, THIS ADDENDUM APPLIES ONLY TO THE RETIREMENT HOME DIVISION. IT MODIFIES THE RELEVANT PROVISIONS OF THE COLLECTIVE AGREEMENT. WHERE AN ARTICLE IS NOT IDENTIFIED IN THIS ADDENDUM, THE PROVISIONS OF THE COLLECTIVE AGREEMENT APPLY.

#### **ARTICLE 4 - NO STRIKES - NO LOCKOUTS**

4.04 Within the retirement home, except for the rest home Supervisor (or in his/her absence, his/her replacement) persons whose jobs paid or unpaid are not in the bargaining unit will not perform work normally and customarily performed by employees except in the case of experimentation with work procedures, instruction, job training purposes, emergencies, circumstances agreed to by the parties, or circumstances where members of the bargaining unit are not reasonably available.

#### **ARTICLE 7 - SENIORITY**

7.01 Seniority is defined as the total of:

- A) Hours worked prior to date of ratification, (and if applicable, appropriate adjustments for any legislative obligation) and
- B) On and after the date of ratification;
  - i) hours worked
  - ii) hours paid but not worked
  - iii) hours not worked because of absence due to vacation
  - iv) hours recognized for seniority purposes because of legislative obligations.
- C) The parties agree that the seniority list attached to this agreement accurately reflects the seniority accumulation referred to under (a).
- D) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement.

7.02 A newly hired employee shall be considered a probationary employee, and will have no seniority rights until after he/she has completed 480 hours of work, whichever comes first. Probationary employees shall otherwise be entitled to all provisions of this collective agreement, except where they are specifically excluded. Having completed this probationary period, an employee's seniority shall be considered to include time worked during the probationary period.

During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities, of the employees, those will be shared with the employee. Where the Employer concludes that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

#### **ARTICLE 8 - LAYOFF AND RECALL**

8.01 "Lay-off" shall include a reduction in the normal daily or weekly hours of work of one or more full-time or preferred part-time employees.

"Normal" shall mean the usual or customary hours of work.

8.02 In such circumstances, the Employer shall first terminate the employment of temporary employees and lay off probationary employees in the classification(s) of work in which the

reductions are taking place.

- 8.03 In the event of further layoff the Employer shall lay off employees in the reverse order of their seniority within their classification provided those remaining are willing and qualified to perform the available work.
- 8.04 Employees shall be recalled to their former classification in the reverse order of their layoff, provided those remaining are willing and qualified to perform the available work.
- 8.05 New employees shall not be hired until employees on lay off, who are willing and qualified to perform the work available, are offered an opportunity of recall.
- 8.06 The Employer shall give notice of recall by registered mail, or by some other certified delivery service, addressed to the last address of record with the Employer. The notice of recall shall indicate the date and time in which the employee shall return for work. The employee is solely responsible for his proper address being on record with the Employer.
- 8.07 Lay offs will be in accordance with the employment standards act.
- 8.08 Grievances concerning layoffs and recall shall be submitted to the Administrator.
- 8.09 Provided the employee continues to pay his/her share (if any) of the premium based benefits in which they were enrolled at the time of the layoff, then the Employer will continue to pay its share of the premium based benefits for the month in which the layoff occurred, and for one (1) subsequent month. Following this, the employee may elect to continue to enroll in the premium based benefits for the duration of the layoff, twenty-four (24) months, provided the employee pays one hundred per cent (100%) of the cost of the premium based benefits.

## **ARTICLE 9 - TRANSFERS & PROMOTIONS**

- 9.01 A) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post such position(s) for one (1) week, for the purpose of permitting any member of the bargaining unit to apply. For clarity, this includes full-time, preferred part-time, and part-time vacancies or new positions. No application shall be accepted or considered after the posting closes.
  - B) When a full-time or preferred part-time position is temporarily vacant or a new full-time or preferred part-time position is temporarily created within the bargaining unit, and it is anticipated that the vacancy will continue for six (6) weeks or more, the position will be posted and filled in accordance with 9.01 and Article 9.03.
  - C) If a part-time employee is selected to fill a position from (b) above, they will continue to be treated for all purposes as a part-time employee.
  - D) Any employee who has been selected to fill a temporary vacancy is not eligible to apply for any other temporary vacancy unless that temporary vacancy would not be available until the employee had completed their current temporary vacancy.
- 9.03 Applications for job vacancies will be accepted from all employees within the bargaining unit.

If there is no successful applicant from within one work area the Employer shall consider members of the other work area.

#### **ARTICLE 12 - HOLIDAY PAY PLAN**

- 12.08 A) Every employee will be scheduled off work for not less than three (3) consecutive days at either Christmas or New Year's of the following year, on an alternating basis, unless the employee requests fewer days off. Where possible, time off shall include the day before and the day after the applicable holiday.
- B) To accommodate the scheduling during this period, the scheduling rules in this agreement will be suspended.

#### **ARTICLE 13 - VACATION WITH PAY**

- 13.07 A) Two (2) separate vacation request forms will be posted, one for full-time and one for part-time, covering the period of June 1st to September 30th, approximately. These vacation request forms shall be posted by April 15th.
- B) Employees who wish specific vacation periods shall indicate their choice by May 15th.
- C) The Employer will then schedule vacations, and where a conflict exists, scheduling will be by seniority for each schedule.
- D) The final vacation list will be posted by May 30th, and thereafter no employee can displace another employee from their scheduled vacation.
- E) Vacation periods which are not assigned by this system will be assigned by mutual agreement between the Employer and the employee, but failing agreement, the Employer will assign the vacation.

#### **ARTICLE 14 - HOURS OF WORK**

- 14.01 A) A full-time employee is an employee who regularly works more than thirty hours per week, averaged over a bi-weekly pay period.
- B) A part-time employee is an employee who regularly works thirty hours per week or less, averaged over a bi-weekly pay period.
- C) The regular daily hours shall be eight (8) hours per day, inclusive of a one-half (1/2) hour paid lunch. Shifts of lesser duration may be scheduled, but no shifts of less than four (4) hours duration will be scheduled.
- D) Employees will not be required to work split shifts, unless specifically agreed to by the Employer, the Union, and the employee.
- 14.02 Work schedules of two (2) weeks duration shall be posted at least two (2) weeks in advance of the commencement of the schedule.
- 14.04 All full-time employees shall be given every second weekend off.
- 14.05 Each part-time employee shall receive a minimum of an average of one (1) weekend off in three



(3). This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. It is the intention of this paragraph to grant every third (3rd) weekend (Saturday and Sunday) as off days to the part-time staff.

This clause will apply by classification.

This clause will not apply if the Employer would have to hire additional staff to meet its obligations under the clause.

14.06 There is no relevant provision for the retirement home division.

14.09 There is no relevant provision for the retirement home division.

14.11 There is no relevant provision for the retirement home division.

14.12 In the retirement home work area, part-time scheduling will be in accordance with the following principles:

Within classification, the more senior employees will be scheduled for the greater number of shifts, to a maximum of six (6) shifts. It is recognized the more junior employees will still be scheduled for some work, even though the least senior employees may not be scheduled for any work.

14.13 In the retirement home work area, part-time call-ins will be offered to available employees by seniority within classification.

An employee is considered "available" if they have not worked a combination of six (6) scheduled and call-in shifts, (including scheduled shifts not yet worked), if they are not already scheduled to work, and if the work is at straight time rates.

## **ARTICLE 16 - GROUP INSURANCE**

16.05 A) Effective January, 1992, and thereafter, employees shall earn sick leave based on hours worked. Employees begin to earn sick leave credits based on hours worked after they have completed the probationary period. For each 173 hours worked, an employee shall be credited with 8 hours of sick leave.

To initiate the system, all individuals employed as of February 26, 1991, and who continue to be employed as of January 1, 1992, will be credited with sixteen (16) hours of sick leave.

In addition, any hours earned as of December 31st, 1991, and which were part of the original float holiday system, shall be transferred to the individual employee's credit under the sick leave system, and converted, as is appropriate, to hours of sick leave credits.

Sick leave accumulates to a maximum of 144 hours for full-time employees, and 112 hours for part-time employees.

B) Accumulated sick days shall be used to compensate for wages lost during illness up to a maximum of seven (7) consecutive days for a single illness.

Accumulated sick days may be used to supplement weekly indemnity payments to full salary.

When sick leave pay is claimed by an employee, the company reserves the right to request a medical certification from any employee who has been absent and failure to provide such certificate, if required, may disentitle the employee to sick leave payment for said illness.

The company agrees that it will not as a matter of general practice request such medical certificate in all cases, but rather such request shall be made by the Administrator only where an employee's absence because of claimed illness has become questionable.

Any material misrepresentation as to the fact of an employee's illness and made by the employee may be cause for discipline.

#### **ARTICLE 17 - CLASSIFICATION OF EMPLOYEES & WAGES**

17.01 Wages shall be paid in accordance with Schedule "A.A" attached.

17.05 There is no relevant provision for the retirement home division.

#### **LETTER OF AGREEMENT**

**BETWEEN**

**ESSEX HEALTH CARE CENTRE (RETIREMENT HOME DIVISION)**

**AND C.U.P.E. LOCAL 1370**

**Re: Articles 15.01 and 15.02**

This letter attaches to and forms part of the Collective Agreement.

It is agreed that during the life of this Collective Agreement, the provisions of S. 15.01 and 15.02 shall have no application or meaning. In their place, the following shall govern:

In the event of bereavement, compassionate leave appropriate to the circumstances will be granted.

During the first three (3) days of any compassionate leave the employee will be paid for any scheduled shifts lost.

During the balance of the compassionate leave, the employee will not be paid.

All of which is agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2004\_\_

FOR ESSEX HEALTH CARE CENTRE

FOR C.U.P.E. LOCAL 1370

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\_\_\_\_\_  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 1370**

**AND**

**ESSEX HEALTH CARE CENTRE**

**Re: Change in Qualification Requirements:**

In the case that legislative requirements change the needed qualifications of any position within the bargaining unit, the parties agree that :

- 1) Current employees will be provided as much notification as possible to allow them an opportunity to enroll in the appropriate course or program.
- 2) Should an employee be enrolled in a program or course which upon completion would meet the necessary qualifications for the position and the effective date is not to the contrary of Ministry requirements, the Employer shall take into consideration those employees and award the position based on 9.00.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004\_\_.

For the Employer:

For the Union:

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