



# COLLECTIVE AGREEMENT

Between

**CARESSANT CARE NURSING HOME  
OF CANADA LIMITED - WOODSTOCK**

AND

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
& GENERAL WORKERS UNION OF CANADA (CAW-CANADA)  
AND ITS LOCAL 636**

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## ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this collective agreement through the full and fair administration of all of the terms and provisions contained herein to develop and maintain a relationship among the Union, the employer and the employees which is conducive to their mutual well being.
- 1.02 The Company and Union acknowledge that within the contents of the collective agreement wherever the male pronoun is used, it will also mean the female equivalent.

## ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for, and this collective agreement shall apply to all employees of Caressant Care Nursing and Retirement Homes Limited in the City of Woodstock, Ontario, save and except Registered and Graduate nurses, supervisors, persons above the rank of supervisor, and office and clerical staff.
- 2.02 No employee covered by this agreement shall be required or permitted to make any agreement with the employer which conflicts with the terms of this collective agreement.
- 2.03 The words "employee" and "employees" when used throughout this agreement shall mean persons included in the above described bargaining unit.
- 2.04
- (a) A full time employee is an employee who is regularly employed for more than twenty-four (24) hours per week.
  - (b) A part-time employee is an employee who is regularly employed for up to 30 hours per week. If a part-time employee works more than 30 hours per week due to vacations, leaves of absences or illnesses, the employee will remain classified as a part-time employee.
  - (c) A student employee who is enrolled in school full time or employed during the school vacation. When the condition set out above is no longer met by such employee, she/he may post for a regular full time or part-time position.
- 2.05 For the purpose of this article, the one-half (1/2) hour unpaid lunch break shall be considered as time in which the employee is employed.

2.06 Work of the Bargaining Unit

The following classes of employees of the Home shall not perform work normally performed by employees in the bargaining unit unless there is an emergency or unless such work is done as a result of absenteeism or "break" time (which term includes rest breaks and meal breaks) or unless such work is necessary for the purpose of instructing personnel or unless such work is part of their normal duties of any of the employees in the following list. That list is: Registered and Graduate Nurses, supervisors, persons above the rank of supervisor and office and clerical staff.

2.07 Any provision of this collective agreement which violates any requirement imposed by the Ministry of Health or other government body, shall be deemed to be void.

**ARTICLE 3 - CONTRACTING OUT**

3.01 The employer agrees that during the term of this collective agreement, there shall not be any contracting out of any work currently being performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual, part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ employees of the bargaining unit who would otherwise be laid off is not a breach of this agreement.

3.02 No full time employee covered by this collective agreement will be laid off or suffer a reduction in her regular hours of work as a direct result of any increase in the use of part-time employees.

**ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 It is the exclusive right and function of the employer, except as modified by the terms of this agreement, to manage and control the business in every respect and to control and direct the working force.

4.02 Without restricting the generality of the foregoing, it is the exclusive function and right of the employer to:

- a) maintain order, discipline and efficiency;
- b) hire, classify, direct, approve, promote, demote, transfer and lay off employees;
- c) discharge, suspend or otherwise discipline employees for just cause;

- d) determine the work to be done, the location, methods and schedules for the performance of such work;
- e) determine the number of employees required and duties to be performed by each from time to time.;
- f) make and alter from time to time reasonable rules and regulations to be observed by the employees provided such rules and regulations are posted. The Union and each new employee shall be given a complete set of rules and regulations under which the Home operates. Any rules cannot violate the terms of this agreement, but the parties agree that the Ministry of Health may impose rules and regulations that override the terms and conditions of this agreement.

4.03 Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms and provisions of this agreement.

## ARTICLE 5 - UNION REPRESENTATION

5.01 For the purpose of representation with the employer, the Union shall function and be recognized as follows:

- a) **CAW** representatives are representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement or under the law of Ontario.

5.02 The **CAW**, through its representatives, is recognized by the employer as having the collective bargaining rights to represent employees in the bargaining unit.

- a) Two (2) committee persons and one bargaining unit chairperson are elected by the Union membership and are representatives of the employees in all matters pertaining to this collective agreement.

The **CAW** National and/or Local Representative will have the right to be present at all meetings dealing with any aspects of this collective agreement.

One (1) month prior to the Ministry of Health official approval to open the Woodstock sixty (60) bed addition the Union may elect a third committee person.

- b) The Company agrees to recognize and deal with a representative from the CAW National Office and/or an officer of Local 636 as part of the negotiating committee.
- c) The union shall inform the employer of the names of the committee in writing annually.

The employees of the home bargaining committee shall be paid by the employer, at their regular hourly rates for all time spent on negotiating a collective agreement with the employer up to and including time spent in conciliation.

- 5.03 - The Union agrees that committee members appointed by the Union shall be regular employees of the employer who have completed at least six (6) months continuous service with the employer.

Employees acting in this capacity may leave their work without **loss** of pay to attend to Union business on the following conditions:

- (i) such business must be between the Union and the Home;
- (ii) the time spent **shall** be devoted to the prompt handling of the Union business;
- (iii) the employee concerned shall obtain the permission of his/her immediate supervisor or administrator if the immediate supervisor is unavailable, before leaving his/her work, provided that such permission shall not be unreasonably withheld;
- (iv) the Company reserves the right to limit such time if it deems the time so taken to be excessive.
- (v) Committee persons required by the Employer to attend meetings during unscheduled hours will **be** paid at their regular rate of pay for each hour.

- 5.04 The employer shall refer a new employee to a steward within ten (10) days of completing her probationary period. The steward and the employee shall be given fifteen (15) minutes off, without loss of wages, to discuss Union membership and representation.

5.05 **LABOUR-MANAGEMENT COMMITTEE**

- a) The employer and the Union agree to establish an active Labour-Management Committee. The Committee shall be made **up** of the

Bargaining Committee and non-bargaining unit persons (not less than three (3), with one of the non-bargaining unit persons being the Home's Administrator. A CAW representative and an employer representative may attend such meetings as required. The Committee shall keep minutes of its meetings. A copy of the minutes shall be posted in the Home and a copy shall be sent to the union and to the employer.

b) The Committee shall meet every month or less as required on advance written request of either party, with a proposed agenda of matters for discussion. Meetings will be scheduled at mutually agreed upon times, and the employees serving on the Committee shall be paid their regular rate of pay if meetings are held during their regular scheduled working time.

c) The Committee shall discuss matters of mutual concern and may make recommendations to the employer and/or the union.

The employer undertakes to inform the Committee and CAW Representative of all planned significant changes in the work place.

d) The Committee is not empowered to alter or amend any of the terms of this collective agreement or to deal with matters that are currently a subject of the grievance procedure.

e) The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical and emotional well being of the residents.

## **ARTICLE 6 - DISCIPLINARY MEETINGS**

6.01 If an employee is to be called in by the employer to discuss a matter which could lead to her discipline, she shall be so advised prior to entering the meeting. She shall be accompanied by a committee person, who shall attend the entire meeting without loss of wages. Employees will not have disciplinary meetings without union representation. Such disciplinary meeting shall normally take place during the employee's scheduled shift. If the issue is serious and an immediate meeting is warranted, she may be called in at a time she is not scheduled.

The employee and the steward shall be allowed to meet for a reasonable period of time in private if such meeting is requested by either party.

When discipline is to be administered, the reason(s) for the discipline shall be communicated during the meeting and confirmed in writing to the employee within three (3) days of the meeting. The time limits for filing a grievance as per Article 7 shall commence when the written confirmation of discipline is received.

Discipline shall take place no later than seven (7) days from the date the Employer first became aware of the incident leading to discipline. If a committee person is not available, the seven (7) days will be extended until a committee person is available.

When the conduct or performance of an employee calls for a warning by the employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the steward and the union.

A discharge grievance may be filed at Step 2 of the Grievance Procedure within one (1) week of the discharge. The parties shall then confer at Step 2 of the Grievance Procedure within one (1) week of the filing of the grievance to discuss the matter. However, the parties may agree to waive these time limits.

All written notations of discipline shall be removed from an employee's file twelve (12) months from the date of receipt of the discipline. The only exception would be discipline for resident abuse which was not reversed by the grievance procedure.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

- 7.01 The parties to this agreement recognize the stewards and the **CAW** representatives as the agents through which employees shall process their grievances. It is also the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she has first given the Home's management an opportunity to adjust her complaint.
- 7.02 Unless stated otherwise, any reference to a number of days in this agreement shall be a reference to calendar days, including weekends.
- 7.03 No grievance may be filed where the circumstances giving rise to such grievance occurred more than seven (7) days prior to the filing of such grievance.
- 7.04 **Group Grievance** is defined as a single grievance, signed by a steward and a **CAW** representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be



listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a Group Grievance.

- 7.05 a) **Policy Grievance** is defined as a grievance that affects the interests of members of the trade union and/or the trade union, or which addresses a matter under the collective agreement which is of general interest. The procedure for Policy Grievances may not be used to by-pass the regular grievance procedure.

Policy Grievance shall be signed by a **CAW** representative and be submitted directly to the administrator of the Home via personal delivery, courier service or registered mail.

- b) The parties shall meet within one (1) week of the filing of the grievance to discuss the matter. The Home shall reply within seven (7) calendar days of the date of the meeting.
- c) For the purpose of the arbitration article this procedure shall be deemed to be Step 2 of the Grievance Procedure.

- 7.06 **Individual Grievance** is a single grievance in which the individual employee given has a specific interest.

#### **STEP 1**

In order for an individual grievance to be arbitrable, it must be filed in writing with the Home within the time limit set out in article 7.03. The Home shall reply in writing not later than seven (7) days later. The grievor and a steward will be notified.

#### **STEP 2**

If the grievance is not settled under Step 1, a union representative will, within seven (7) days after the decision under Step 1 (or the day on which this decision should have been made), submit the grievance to the employer. The parties shall meet to discuss the grievance within one (1) week after this filing of the grievance. The employer shall notify the grievor and the union representative of his decision in writing within five (5) days following the said meeting.

- 7.07 **Employer Grievance** - The Home may file a grievance with the union. The procedure outlined for **Policy Grievance** shall apply to an employer grievance except as follows:

Such a grievance shall be signed by a representative of the Home and submitted directly to a CAW representative via personal delivery, courier service or registered mail.

- 7.08 By mutual agreement the parties may extend the time limits set out above.
- 7.09 Whenever a Union Steward attends a grievance meeting during her scheduled shift, she shall be entitled to pay at straight time for the time spent at such meeting. A maximum of two (2) stewards shall be entitled to such payment for any one (1) meeting.
- 7.10 Under no circumstances shall the Union appoint a total of more than four (4) committee persons under this collective agreement.
- 7.11 The chairperson and/or one steward at a time shall be granted time off without **loss** of wages to assist an employee in the presentation of a grievance during working hours and where the consent of her supervisor has first been obtained. Such consent shall not be unreasonably withheld.
- 7.12 Any grievance resolved or withdrawn and that decision is subsequently appealed through the appeals procedure established by the CAW Constitution appeals procedure, and such appeal is upheld, the grievance shall be considered timely and will be processed to the appropriate step of the grievance procedure. The Home, however, will not be responsible for any monetary liability. The Appeals Procedure must be initiated within the time limits of the Grievance Procedure. Vice-president of Human Resources will be notified, in writing, of any appeal and shall receive a written copy of the decision.

## Arbitration

- 7.13 If the parties fail to settle the grievance at Step 2 of the Grievance procedure, the grievance may be referred to arbitration as follows:

Failing a satisfactory settlement in Step Two (2) of the Grievance Procedure, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within ten (10) working days after the Administrator, or his representative's response.

- 7.14 The party requesting arbitration must serve the other party with written notice of the desire to arbitrate within ten (10) days after receiving the decision given at Step 2 of the grievance procedure.

- 7.15 a) The two (2) parties shall each nominate an arbitrator within seven (7) days and each shall notify the other party of the name and address of its nominee. The two (2) arbitrators so appointed shall jointly select a chairperson. If they

are unable to agree on the selection of a chairperson within fourteen **(14)** days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairperson.

- b) **All** references in this Article to a board of arbitration shall apply equally to a sole arbitrator. The parties may agree to have the matter heard by a sole arbitrator. in the event they are unable to agree on a choice of a sole arbitrator, either party may request the Minister of Labour to appoint the sole arbitrator.

7.16 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairperson of an arbitration board or as **sole** arbitrator.

7.17 The arbitration board is to be governed by the following provisions:

- a) the arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;
- b) the board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representation;
- c) the board shall not have the power to alter or amend any of the provisions of this agreement;
- d) the parties and the arbitrator shall have access to the employer's premises to view working conditions or operations which may be relevant to the resolution of a grievance;
- e) the board shall have the power to modify penalties except where a specific penalty is provided for in this collective agreement;
- f) the board shall have jurisdiction to determine whether a grievance is arbitrable;
- g) the board shall determine the real issue in dispute according to the merits and shall make whatever disposition it deems just and equitable;
- h) each of the parties shall pay one-half (1/2) of the remuneration and expense of the chairman of the board.

- 7.18 The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson of the arbitration board governs.
- 7.19 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. **If** served by registered mail, the date of mailing shall be deemed to be the date of service.
- 7.20 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in the articles dealing with grievance and arbitration procedures where the default was due to a reliance upon words or conduct of the other party.
- No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 7.21 The parties will equally bear the fees and expenses of the arbitrator. Any witnesses called by the parties will be at their individual expense.
- 7.22 Any extension of the time limits may be made by either party by mutual consent, in writing.
- 7.23 Notwithstanding the arbitration provisions in the collective agreement, the union or Home may submit any grievance referred to arbitration under the arbitration provisions of the collective agreement to be arbitrator under Section 45 of the *Labour Relations Act*

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.01 During the agreement and while negotiations for a further agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work and shall not otherwise restrict or interfere with the employer's operation through its members.
- 8.02 During the term of this agreement and the statutory extension thereof, the employer shall not lock out any of its employees.
- 8.03 The words "strike" and "lockout" are defined as in the Labour Relations Act.

## **ARTICLE 9 - UNION MEMBERSHIP AND CHECK-OFF**

- 9.01 The employer will deduct from each employee covered by this agreement an amount equal to the regular monthly union dues designated by the union. The employer will also deduct any designated initiation fees upon receipt of authorization from the union.

- 9.02 Such dues shall be deducted bi-weekly and, in the case of newly hired employees, such deductions shall commence on their date of hire.
- 9.03 The amount of the regular monthly dues and initiation fees shall be those authorized by the union and the union shall notify the employer of any changes therein and such notification shall be the employer's conclusive authority to make the deduction specified, upon receipt of authorization.
- 9.04 In consideration of the deducting and forwarding of union dues by the employer, the union agrees to indemnify and save the employer harmless against any claims or liabilities arising or resulting from the operation of this article.
- 9.05 The amounts so deducted shall be remitted monthly to the union no later than the end of the third week in the month following the month in which the dues were deducted.
- 9.06 The employer shall provide the union with the following information relating to the following matters for employees within the bargaining unit on a regular basis:
- a) a list of employees showing their names and classifications and any change of address of new employees at the time of first union dues deduction;
  - b) hirings, discharges, suspensions, resignations, retirements and deaths.

## **ARTICLE 10 - PROBATIONARY PERIOD**

- 10.01 (a) New full time employees shall serve a probationary period of three (3) calendar months. Upon completion of the probationary period, an employee shall obtain seniority based on the employee's start date.
- (b) New part-time employees shall serve a probationary period of three hundred and seventy-five (375) hours or twenty (20) weeks, whichever is shorter. Upon completion of the probationary period, an employee shall obtain seniority based on the employee's last hiring date.
- 10.02 Probationary employees are covered by the agreement excepting those provisions which specifically exclude such employees.
- 10.03 a) At or near the middle of her probationary period, an employee shall normally be interviewed by the Home's supervisory personnel to evaluate her work performance.

- b) On or before the expiry date of the probationary period the employer will notify the employee in writing that she will receive a permanent appointment or her employment will be terminated.
- c) Prior to conducting the mid-probationary employee's performance, the employer may solicit input from bargaining unit employees who have worked with the probationary employee. It is understood that this consultation is not a mandatory obligation.

A lesser standard for just cause shall apply in the termination of probationary employees.

- 10.04 a) Full time employees shall progress from the "start" rate to subsequent rates as set out in the wage schedule on the basis of seniority. Hours worked shall be defined as all hours from which payment is received.
- b) Part-time employees shall progress from the "start" rate to subsequent rates as set out in Schedule A on the basis of hours worked. Hours worked shall be defined as all hours for which payment is received.
- 10.05 Newly hired employees shall have a period of training and orientation in accordance with the Home's current practice. The Home's supervisory personnel shall be responsible for training and orientation of newly hired employees.
- 10.06 Employees' work performance may, from time to time, be evaluated by the employee's supervisor or her designate. The purpose of the evaluation meeting is to provide performance feedback, to exchange information and to discuss and clarify expectation. The employee is encouraged to provide feedback as well. An employee will be given an opportunity to review the written evaluation and to correct any factual error(s). If an employee requests additional time to review the evaluation, a subsequent evaluation meeting will be scheduled. Prior to the evaluation document being filed, an employee may add her comments to the document. The employee is to sign the evaluation document, not for the purpose of indicating agreement, but for the purpose of indicating that she has read and understood the contents. Evaluation meetings shall take place during the employee's working hours.
- 10.07 The **Home** will endeavour to schedule in-service meetings at times other than lunch and breaks. In the event an employee chooses not to attend a voluntary in-service meeting, such absence will not be the basis for discipline.

## ARTICLE III - SENIORITY

- 11.01 When a seniority employee transfers or is transferred to a new classification, she shall be paid at the higher level of pay. Where she is transferred by the employer to a lower rate of pay she shall receive no decrease in pay.
- 11.02 Definition of Seniority
- a) Full-time employees shall accumulate seniority based upon their continuous service in the bargaining unit from date of hire.
- Part-time employees will accumulate seniority based upon hours paid; except for the following provisions where date of hire shall apply:
- Full-time vacation – Article 16 & Schedule C  
Full-time and part-time vacation bidding – Article 16 & Schedule C  
Layoff and recall – Article 18  
Job postings – Article 14  
Order of call-in list – Article 12  
Christmas and New Years scheduling – Article 17.04  
Leave of absence – Article 22  
Requested days off, prior to posting of the schedule – Article 13.04  
Master schedule job bids following (date of ratification/award to be added) – Schedule C
- b) An employee transferring via posting or otherwise, from a part-time to a full time position shall receive two (2) weeks of seniority for each sixty (60) hours of seniority accumulated in her part-time position. Similarly an employee transferring from a full time to a part-time position shall receive sixty (60) hours of seniority for each two (2) full weeks of seniority accumulated in her former position.
- 11.03 Up-to-date seniority lists checked by the union shall be prepared by the employer every six (6) months. Copies shall be posted in the Home and sent to the union office.
- 11.04 An employee's seniority and all benefits and all seniority rights shall cease and the employee be deemed to be terminated if an employee:
- a) ... voluntarily quits the employ of the Home;
- b) is laid off for a continuous period of more than twenty-four (24) months;
- c) retires or is retired;

- d) is absent due to work or non-work related illness or absence for a continuous period of more than thirty-six (36) months;
- e) is discharged for just cause and such discharge is not reversed through the grievance procedure;
- f) fails to notify the employer of her intention to return to work within forty-eight (48) hours of notification of recall from layoff;
- g) accepts gainful employment while on a leave of absence without first obtaining the consent of the employer in writing;
- h) fails to return to work following recall from layoff to her first shift scheduled two (2) or more calendar days following the notice of recall if the employee was unemployed at the time of the notice of recall. The same result occurs for any employee who is employed at the time of the notice of recall from layoff but the two (2) calendar days criterion is, in the case, extended to seven (7) calendar days. In order for an employee to claim the seven (7) calendar day time limit though, she is employed elsewhere and she must give the name and telephone number of that employer. It shall be sufficient for the employer to send a notice of recall by registered mail to the employee's last known address;
- i) is absent for more than two (2) working days without notifying the employer, unless a reasonable explanation is given for the failure to notify;

**ARTICLE 12 - JOB CLASSIFICATIONS, RATES OF PAY & CALL-INS**

- 12.01 Employees shall be classified and paid in accordance with Schedules A and C which are attached to this collective agreement and forms a part of it. It is understood and agreed that employees shall be paid at the appropriate rate of pay for the classification in which they are actually working, as outlined in Schedules A and C.
- 12.02
  - a) Current job descriptions shall be made available to employees and the union.
  - b) In the event the Home creates a new classification in the bargaining unit, the parties shall negotiate wage rates for such new classification(s). If they fail to reach an agreement, the parties shall submit the dispute to arbitration as provided for in this agreement.
- 12.03
  - a) Wages shall be paid by direct deposit, Thursdays, on a bi-weekly basis;



b) If an employee is underpaid as a result of the employee's mistake, the error will be corrected in the pay period following the date on which the underpayment first comes to the employer's attention. If the employee is underpaid by one (1) day's pay or more as a result of the employer's mistake, the employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error or by mutual agreement between the Home and the employee. Pay and payroll will be based upon the employee's sign-in sheet, provided the sign-in sheet is available during the shift(s) the employee works.

12.04 a) i) When a full time employee reports for work in the normal manner and is notified that no work is available, she shall receive four (4) hours of pay provided that the employee was not previously notified by the employer within one (1) hour before the shift commences that no work was available, or she may be requested to perform four (4) hours; work that she would normally perform if such work is available.

ii) If a part-time employee who is scheduled to work a normal shift reports for work and is subsequently notified that work is not available, she shall be paid for at least four (4) hours at her regular straight time rate. An employee who is scheduled to work a shift of less than four (4) hours shall be paid fifty percent (50%) of the hours that she was scheduled to work but did not work.

b) The other provision shall not apply when the Home is unable to provide work for the employee because of conditions beyond the control of the home (i.e. an Act of God) or if an employee is scheduled to work reports for work more than thirty (30) minutes after the start of the shift without notifying the employer prior to the start of the shift.

c) The Home shall not incur any obligation under this Article if the employee has failed to keep the Home informed of her current address and telephone number.

### **Call-In**

12.05 When ,an employee is "called in " for an emergency, **she** shall receive a minimum of four (4) hours' pay at the appropriate rate. If an employee is called in one (1) hour or more before she is scheduled to report for work and informed that she is not to report than the provisions of this article shall not apply.

## Call-Back

12.06 When an employee returns to perform work for other than a regularly scheduled shift at the request of the employer after completing a regular shift of work and leaving the premises, the employee shall receive work or pay in lieu of work at one and one-half (1 ½ ) times her regular rate of pay for a minimum period of three (3) hours.

12.07 The employer shall maintain a list of employees who wish to be available for casual call-ins quarterly. Employees on the call-in list shall be called in order of seniority beginning with the most senior employee until the staff shortage is filled. Each call will be indicated on that call-in sheet as to “worked”, “no answer”, or “refused”. Succeeding call-ins will commence with the person listed below the last person to accept the call, and so on, on a rotational basis.

When replacing an absent employee, calls to employees will start with the first name on the call-in list following the last employee phoned for the previous call-in.

Example; employees “A”, “B” and “C” are called, there is no answer but messages are left. Employee “A” calls back before employee “D” is called. “A” would get the call-in and “D” would be the first employee phoned for the next call-in, subject to other contract restrictions.

Example; two (2) employees are going to be absent. In the example above “A” has accepted the first call-in. The Home would not go back and call “B”, but would continue to phone for the second position starting with “D”.

“No answer” and “refused” shall be counted as “worked” for the purpose of call-in rotation.

The employer shall by pass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay. Many part-time staff have regularly scheduled shifts. Their first commitment is to those shifts.

New employees will be added to the call-in list at their time of hire. Employees may indicate at any time their desire to be added to or deleted from the call-in list.

It shall be the sole discretion of the employer to replace an employee who does not report for work. When necessary to serve the daily care needs of the residents, the employer shall make every effort to call in qualified relief staff for any employee who does not report for work.

The Employer will endeavour not to call employees into work between the hours of 12:00 midnight and 5:00 a.m. except in cases of emergency.

- 12.08 Employees who work the shift that organizes and prepares the breakfast and/or lunch meal, will be paid for 4 hours at the Cook rate. Employees who work the shift which organizes and prepares the main meal shall be paid for seven and one-half (7.5) hours at the Cook rate.
- 12.09 Incremental wage and general wage increases will be effective on the beginning of the nearest pay period to the date of change.
- 12.10 Employees who have successfully completed the Health Care Aide course at a community college and provide the Home with written verification and Registered Nurses, Registered Practical Nurses, Graduate Nurses and Graduate Registered Nursing Assistants working as Nurse Aides shall receive the Health Care Aide rate of pay.

### **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

- 13.01 The following provisions are not a guarantee of hours per day or per any other time period or of days or shifts per week or per any other time period.
- 13.02(a) The regular workday for full time employees shall consist of seven and one-half (7½ ) hours paid for each shift. An employee shall receive a one-half (½) hour unpaid lunch break during her shift. Should the employee not be able to take the one-half (½) hour lunch break during her shift, or if she is not able to take it without interruption, it shall be paid as time worked. If possible, the lunch break shall be scheduled during the middle of the shift. Once occupancy of the Woodstock Addition reaches 50%, the Home agrees to schedule no shifts of less than four (4) hours for all employees, except students.
- (b) The regular workday for part-time employees shall consist of such hours paid as the employee is scheduled to work. An employee working more than five (5) hour shift shall receive a one-half (½) hour unpaid lunch break during her shift. Should the employee not be able to take it without interruption, it shall be paid as time worked. If possible, the lunch break shall be scheduled near the middle of the shift.
- 13.03 (a) Overtime pay is defined as one and one-half ( 1 ½) times the straight time hourly rate and shall be paid under the following conditions for all work performed:
- i) in excess of eight (8) hours (inclusive of the lunch period) in a 24 hour period except as covered in 13.08.

- ii) in excess of eighty (80) hours per pay period, inclusive of lunch periods;
  - iii) in excess of seven (7) consecutive days for full time employees and in excess of six (6) consecutive days for part-time employees except in case of 13.08.
  - iv) on an assigned day off (other than a voluntary switch) at the employee's request for full time employees only;
  - v) within the specified "break" period defined in Article 13.07;
  - vi) in excess of seven (7) consecutive scheduled days for full time employees only;
  - vii) in excess of twenty (20) shifts in a four (4) week scheduling period.
- b) There shall be no pyramiding of overtime under any provisions of this agreement.

13.04

**Work Schedules**

- a) Work schedules covering a six (6) week period shall be posted at least two (2) weeks in advance of the effective date. No changes shall be made in the schedule of the employees once the schedule has been posted unless the employer and the employee(s) concerned agree; except for the following specific reasons: illness, WSIB, Maternity Leave, work restrictions under Job Posting language or as part of grievance and/or an arbitration award. Employee requests for specific day(s) off must be submitted in writing for the approval of the administrator or her designate one (1) week in advance of the posting. The schedule covering Christmas and New Year's shall be posted no later than the first Friday in December of each year.
- b) The employer will endeavour to schedule hours of work equitably among the part-time employee in the classification. Under normal circumstances a senior employee shall not be scheduled fewer hours than a less senior employee in the same classification, provided the employees in question are equally able, willing and available to work.
- c) Employees will be scheduled for at least every third (3<sup>rd</sup>) weekend off on average, weekend meaning Saturday at 7:00 a.m. to Monday at 7:00 a.m. The employer will endeavour to arrange schedules so as to provide for two (2) in three (3) weekends off for full time employees and every other weekend off for part-time employees. For employees scheduled on the night shift, the weekend will be defined as starting Friday at 7:00 a.m. and lasting until Sunday at 11:00 p.m.

- d) In the event that employees wish to exchange workdays and off days, they shall normally complete a form designated for this use and submit it to the administrator or her designate. Mutuals between employees shall normally be arranged in the same six week schedule. Approval for mutuals between employees in the same classification shall not normally be denied. Such requests must normally be submitted in writing four (4) calendar days in advance of the requested exchange. The employer shall not be responsible or liable for overtime rate claims that might arise or accrue as a result of such exchanges.

Mutuals will be limited to 2 exchanges per pay period and will not be unreasonably denied. All exchanges must be approved or denied by management. Exchange will be for an equal number of shifts and in the same schedule. Once an employee has been granted an exchange by the employer, neither the employee nor their partner may use that exchange for another request, but must work it.

For clarity the mutual exchanges will be credited to the employee requesting the mutual exchange, not the employee agreeing to the exchange. For further clarity, give aways will not be counted as mutual exchanges. Give aways will only be granted under unusual circumstances (i.e. emergencies). In determining the granting of give aways, the Employer agrees not to act in an unfair or arbitrary manner.

Should either party suspect abuse of the mutual exchange provision (i.e. using exchange/ give aways to avoid working a particular shift or day) a meeting will be convened to investigate and resolve any potential problems.

- e) A steward shall receive a copy of all departmental schedules on the day of posting.

13.05 If an employee starts work between the hours of 6:00 a.m. and 1:59 p.m. she shall be deemed to working on the day shift.

If an employee starts work between the hours of 2:00 p.m. and 9:59 p.m. she shall be deemed to be working on the afternoon shift.

If an employee starts work between the hours of 10:00 p.m. and 5:50 a.m. she shall be deemed to be working on the night shift.

The parties recognize that there may be a requirement to change existing shift patterns or establish alternate shift patterns in the future. The employer

will notify employees affected by such changes not less than two (2) weeks prior to implementation.

13.06

**Rest Breaks**

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- a) All shifts in the full time bargaining unit shall include a half (½) hour unpaid lunch period and two (2) fifteen (15) minute rest periods. Except in case of emergency, employees shall be allowed to take their lunch and rest periods without interruption, at times scheduled by the employer in a non-working environment. All shifts of seven (7) or more hours' duration shall include a one-half (½) hour unpaid lunch period and two (2) fifteen (15) minute rest periods with pay. Each employee who works less than seven (7) hours but more than five (5) hours shall receive a one-half (½) hour unpaid meal break and one (1) fifteen minute rest break with pay. Each employee who works five (5) hours or less shall receive only one (1) fifteen (15) minute rest break with pay. Employees working less than two and a half (2.5) hours will not receive a break. Except in case of emergency, employees shall be allowed to take their lunch and rest periods without interruption, at times scheduled by the Employer. Breaks shall be offered in a room where no residents are.
- b) Employees who work a double shift shall receive two (2) fifteen (15) minute rest breaks and a one-half (½) hour unpaid lunch break during which the Home will provide a hot meal. For each additional two (2) hours worked beyond the hours outlined in 13.06(a) and (b), an employee shall receive a paid fifteen (15) minute rest break in a non-working environment, as delineated in (a).

13.07

- a) No employee shall be scheduled to work on more than two (2) different shifts in any one week. For purposes of clarification, the parties recognize there exists only three (3) different shifts at the Home as outlined by clause 13.05.
- b) No part-time employee shall work more than six (6) consecutive days or more than twenty (20) days in any four (4) weeks scheduling period. This requirement shall not apply December 1 to January 15 each year.
- c) Each employee shall have a minimum of twelve (12) hours off between shifts and call-in's 8 hours.
- d) For the purpose of this agreement, a week shall be considered to begin Sunday and end the following Sunday.

13.08 For the purpose of scheduling days off, an employee working from 11:00 p.m. to 7:00 a.m. shall be deemed to have worked on the day in which the most hours worked fall.

13.09 Fulltime employees who are required to work on an assigned day off (except if such work is performed as a result of a voluntary switch in hours with another employee or unless the employee requests more time) may receive either:

- a) pay at the rate of one and one-half (1 ½) times her straight time hourly rate for **all** hours worked, or
- b) pay at her regular rate for all hours worked and an additional day off without pay provided the shift is off.

13.10 **Shift Premium**

Employees who work on an afternoon or night shift in which the majority of hours worked occurs between 1600 and 0700 hours, shall be paid effective April 18, 2004 forty-five cents (45¢) per hour premium for each hour worked. Shift premium will not form part of an employee's straight time hourly rate.

13.11 **Weekend Premium**

Effective March 1, 2006 all employees, except students shall be paid fifteen cents (15¢) per hour for all hours worked from Friday at 11:00 p.m. to Sunday at 11:00 p.m.

**ARTICLE 14 -JOB POSTINGS AND VACANCIES**

14.01 In this article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of four (4) weeks' or less duration.

14.02 When a vacancy occurs, the Home shall post a notice of such vacancy on the bulletin board(s). The posting shall include:

- a) a summary of the duties and responsibilities of the position;
- b) the hourly wage rate and hours **by** seniority
- c) the starting time(s) of the shifts; if applicable
- d) the department and classification;
- e) the starting date; and

f) the qualifications required.

14.03 When filling any vacancy, the employer shall give preference to an applicant employee within the Nursing Home with the most seniority provided such employee has the skill, qualification and ability to perform the required work.

14.04 A vacancy shall be posted for ten (10) calendar days or less if agreed between the Administrator and CAW chairperson. Applicants must notify the administrator or her designate within that time to be eligible for the position. The Union chairperson will be notified of all job postings and the chosen applicant.

14.05 a) The successful applicant shall be placed in a trial period for a period of one (1) month if the position is full time and for seventy-five (75) hours if the position is part-time. The position shall become permanent and the employee shall lose all claims to her previous position (including scheduled and call-in hours) unless:

i) the employer feels that the employee is unable to perform duties as required for the position and it is required that she return to her former position; or

ii) the vacant position is in a different job classification; then the successful applicant may exercise the option of returning to her previous position.

b) In the event the position does not become permanent, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without **loss** of seniority.

14.06 An applicant selected to fill a vacant position shall be paid as follows:

a) during the trial period at her previous rate of pay;

b) upon successful completion of the trial period, a seniority employee shall be paid at the new classification rate of pay in accordance with her seniority;

c) upon successful completion of the trial period, an employee who has not completed her probationary period, shall receive the start rate of the new classification and progress through the new classification wage structure as provided herein.



- 14.07 Employees who are on vacation may indicate in advance their desire to apply for a posting if such a posting should occur during their absence. In such a case the employer shall fill the vacancy temporarily.
- 14.08 A vacancy created by a posting shall be subject to only one (1) further posting.
- 14.09 Until the vacancy is filled via the above manner, the Home may fill the position as it deems appropriate.
- 14.10 In the event the employer requests an employee to be transferred to any of the below mentioned positions outside the bargaining unit, the employee shall have the right to refuse. The positions are: registered and graduate nurses, office and clerical staff, supervisors and persons above the rank of supervisor.

14.1 ■ Temporary Vacancies

If an employee notifies the Home in writing that they will be absent for more than four (4) consecutive weeks but less than one (1) year the Home will post the vacancy as per Article 14.01 to 14.10 above.

Should the absent employee not inform the Home in writing of the length of their absence the Home shall fill the shifts as per its current practice.

**ARTICLE 15 - ABSENCE FROM WORK AND REPORTING**

- 15.01 If an employee is unable to report for work she shall, if possible, give the employer four (4) hours' notice. Employees scheduled to start work between the hours of 6:00 a.m. and 10:-00 a.m. shall, if possible, give the employer one (1) hour's notice.
- 15.02 In case an employee is off work due to illness or injury for a "short" term, the employee must inform the employer twenty-four (24) hours in advance of her scheduled shift of her return to work. In case of a "long" term absence, the employee must inform the employer forty-eight (48) hours in advance of her scheduled shift of her return to work.
- "Short:" term absence in this article shall mean more than one (1) day and less than three (3) days. "Long" term absence in this article shall mean more than two (2) days long.
- 15.03 Employees shall not be required to provide a doctor's note substantiating illness unless the absence is more than three (3) consecutive scheduled workdays or unless the employer has reasonable grounds to suspect abuse.

15.04 Employees who are off work due to illness or injury, and it comes to the attention of management that they are gainfully employed elsewhere or performing actions contrary to their reported malady, will be terminated immediately.

## ARTICLE 16 - VACATIONS

- 16.01 a) Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1 to March 31<sup>st</sup> at 11:59 p.m. of each year. Approved vacation schedule **shall** be posted by April 15 annually.
- b) Employees, if entitled shall be allowed a maximum of three (3) consecutive weeks' vacation from Victoria Day to Labour Day. An employee who is entitled to more than three (3) weeks' vacation may request in writing to take all of her vacation at any one time, only for a special circumstance.
- c) For purposes of clarity, the vacation year runs from July 1<sup>st</sup> of one year to June 30<sup>th</sup> of the next following year.
- d) The employer shall endeavour to schedule an employee off either the weekend before or the weekend after the vacation period.
- 16.02 Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following vacation.
- 16.03 The employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires her vacation. The final right to determine vacation time is vested in the employer to ensure efficient operation of the Home. Vacation will not normally be approved between the period of December 15 to January 15 of any given year. When considering the number of eligible employees' vacation requests, the Employer will recognize each employee's vacation leave as one (1) credit per employee.
- 16.04 Vacation pay shall be paid to an employee on the pay day immediately prior to the commencement of her vacation. Any employee entitled to a vacation during a calendar year, who has not received vacation pay by December 1 of that year, shall be paid vacation pay no later than December 31 of that year.
- 16.05 Vacation pay shall be paid to employees on a separate cheque(s).
- 16.06 Once a vacation period has been committed to in accordance with this Article, employees will be scheduled off for that period and shall not be available for call-ins.

- 16.07 All employees who have been employed by the employer less than one (1) year prior to June 30 in any year shall receive as vacation pay an amount equal to four percent (4%) of their earnings up to the thirtieth of June in that year and shall receive one (1) day's vacation for each full month worked by June thirtieth up to a maximum of ten (10) days.
- 16.08 (a) An employee who has been employed by the employer for more than one (1) year by June thirtieth in any year shall be entitled to two (2) weeks vacation at a time or times determined by the employer and shall be paid as vacation pay four percent (4%) of her earnings for the twelve (12) months preceding June thirtieth of the current year.
- (b) A part time employee who has been employed with the employer for 3,900 hours or more by June thirtieth (30<sup>th</sup>) in any year shall be entitled to three weeks (3) of vacation annually and shall be paid four percent of her gross earnings for the twelve (12) months preceding June thirtieth and six percent (6%) of gross earnings for each subsequent twelve (12) month period.
- 16.09 (a) A full time employee who has been employed with the employer for three (3) or more years by June thirtieth (30<sup>th</sup>) in any year shall be entitled to three (3) week of vacation annually and shall be paid four percent (4%) of her gross earnings for the twelve (12) months preceding June thirtieth and six percent (6%) of gross earnings for each subsequent twelve (12) month period.
- (b) A part-time employee who has been employed with the employer for 10,700 hours or more by June thirtieth (30<sup>th</sup>) in any year shall be entitled to four (4) weeks of vacation annually and shall be paid six percent (6%) of her gross earnings for the twelve (12) months preceding June 30<sup>th</sup> and eight percent (8%) of gross earnings for each subsequent twelve (12) month period.
- 16.10 (a) A full time employee who has been employed with the employer for eight (8) or more years by June thirtieth (30<sup>th</sup>) in any year shall be entitled to four (4) weeks of vacation annually and shall be paid six percent (6%) of her gross earnings for the twelve (12) months preceding June thirtieth and eight percent (8%) of gross earnings for each subsequent twelve (12) month period.
- (b) A part time employee who has been employed with the employer for 19,500 hours or more years by June thirtieth (30<sup>th</sup>) in any year shall be entitled to five (5) weeks vacation annually and shall be paid eight percent (8%) of her gross earnings for the twelve (12) months preceding June thirtieth (30<sup>th</sup>) and ten percent (10%) of gross earnings for each subsequent twelve (12) month period.
- 16.11 A full time employee who has been employed with the employer for fifteen (15) or more years by June thirtieth (30<sup>th</sup>) in any year shall be entitled to five

(5) weeks vacation annually and shall be paid eight percent (8%) of her gross earnings for the twelve (12) months preceding June thirtieth (30<sup>th</sup>) and ten percent (10%) of gross earnings for each subsequent twelve (12) month period.

16.12 All employees who has been employed with the employer for twenty (20) or more years by June thirtieth (30<sup>th</sup>) in any year shall be entitled to six (6) weeks vacation annually and shall be paid ten percent (10%) of her gross earnings for the twelve (12) months preceding June thirtieth (30<sup>th</sup>) and twelve percent (12%) of gross earnings for each subsequent twelve (12) month period.

## ARTICLE 17 - PAID HOLIDAYS

17.01 a) The following days are recognized holidays with pay under this agreement for all full time employees who have completed their probationary period: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and two floating days.

The floating days may be taken at a time mutually agreeable to the Home and employee concerned.

b) In order to qualify for holiday pay, a full time employee must work her last scheduled shift immediately following the holiday unless excused from doing so by the employer and be at work at least ten (10) days during the four (4) weeks immediately preceding a public holiday, unless she is ill and presents a doctor's certificate. Any cost in obtaining the doctor's note to be borne by the employer.

Where an employee who qualifies for holiday pay does not work on the holiday, she shall be paid her regular hours of work for that day.

Where an employee who qualifies for holiday pay is required to work on a public holiday the employer may either:

- (i) pay the employee at time and one-half (1 ½) for work done on the public holiday and give the employee a day off with pay on any other agreed working day; or
- (ii) pay the employee for each hour worked a premium of not less than one and one-half (1 ½) the employee's regular rate in addition to the employee's regular wages for the public holiday.

- c) An employee who does not qualify for holiday pay under Article 17.01(b) must be paid at least time and one-half (1½) the employee's regular rate for each hour worked on a recognized holiday as set out in Article 17.01(a).
- d) If a paid holiday occurs during the vacation period of an employee, such employee shall receive an additional day's pay in lieu of the holiday at straight time or an additional day off with pay if the employee so requests.
- e) Where a full time employee is scheduled "off" on a recognized holiday with pay, her work schedule for the pay period during which the recognized holiday with pay occurred shall be such that the total number of paid days (or shifts) during that pay period shall be no more than ten (10) inclusive of the recognized holiday with pay.

17.02 a) The following days are recognized holidays with pay under this agreement for all part-time employees who have completed their probationary period:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.

b) A part-time employee who works on any of the holidays outlined in Article 17.02a) shall be paid at the rate of one and one half (1½) times her straight time hourly rate of pay for all hours worked.

17.03 For the night shift, the holidays outlined in Articles 17.01 and 17.02 shall be considered as that day on which the majority of hours are worked.

17.04 All employees shall receive three (3) consecutive days off at Christmas or New Year's on an alternating, yearly basis. The days are for Christmas December 24, 25, and 26 and for New Years December 31, January 1 and 2<sup>nd</sup>. If the schedule permits, some employees may have both Christmas and New Year's off. (6 days) When this opportunity arises days off will be offered by seniority. However, seniority shall be taken into account if such scheduling permits.

17.05 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday she shall only receive holiday pay.

## ARTICLE 18 - LAYOFFS AND RETIREMENT

It is recognized for this Article seniority will be based upon date of hire.

18.01 Provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work, the Employer shall first lay-off probationary employees, and if further layoffs are necessary, lay-off employees in the reverse order of their seniority within their classification within the bargaining unit.

An employee receiving layoff notice may:

- a) accept the layoff
- b) bump an employee with less seniority as long as she has the ability and qualifications required by law to perform the work with orientation.

### 18.02 Recall Rights

An employee shall have opportunity of recall from a lay-off to an available opening within the bargaining unit, in order of seniority, provided she has the ability and qualifications to perform the work. In determining the ability and qualifications of an employee to perform the work for the purposes of the sentence above, an employee is deemed qualified to perform any work in any previously held classification.

An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the lay-off should it become vacant within a period corresponding to an employee's length of service or twelve (12) months, whichever is greater.

No new employee shall be hired until **all** those laid off have been given an opportunity to return and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the work available.

It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work as per Article 11.04 (h).

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

Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies as per Article 14.11. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

The job posting provisions as set out in this Agreement will continue to apply. When a laid off employee bids for and is successful in obtaining a posted position, she shall have no further rights with regard to recall upon successful completion of her trial period in the new position.

A laid off employee shall retain the right of recall for a period of not less than their actual length of service or twenty-four (24) months. An employee on lay-off shall continue to accrue seniority and service for all purposes under this Agreement while retaining the right to recall.

- 18.03 One (1) week's notice per year of service, or pay in lieu thereof, shall be given by the Employer to the employee and the Union of its intent to lay off employees.
- 18.04 Any grievance with respect to a layoff shall be taken up under the grievance procedure within seven (7) working days after the commencement of the layoff but not later.
- 18.05 Employees will normally retire at age sixty-five (65). If an employee desires to work beyond age sixty-five (65), such request will be reviewed by the employer and, if granted, the employee's continued ability to perform her job duties will be periodically evaluated and, if not suitable, her employment will cease.
- 18.06 In the event of layoff the chairperson will be the last laid off provided she has the ability and qualifications to perform the work.

## ARTICLE 19 - TRANSPORTATION

- 19.01 An employee shall be paid twenty-five cents (25¢) per kilometer for authorized use of personal vehicle for the employer.

## ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01
- a) If an employee is bereaved of a designated spouse, (including same sex) parent, step-parent or child, she shall be granted a leave of absence of five (5) days with pay provided the funeral is attended.
  - b) If an employee is bereaved of a grandparent, brother, sister, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law or foster child in employee's care, she shall be granted a leave of absence of three (3) days with pay provided the funeral is attended.

c) If an employee is bereaved by the death of an aunt or uncle, she shall be granted one day with pay to attend the funeral.

20.02 If an employee is not reasonably able to attend the funeral because of distance and the date of the funeral is a scheduled workday, the employee will be granted a one (1) day leave of absence without **loss** of wages.

20.03 The days granted shall be between the date of death and the day after the funeral.

20.04 Bereavement pay shall be paid only for days upon which the employee was scheduled to work.

## **ARTICLE 21 - JURY DUTY**

21.01 An employee who has been summoned to serve as a juror shall be paid the difference, if any, between the amount paid by the court and her regular earnings provided the employee would have been scheduled to work and provided the proceedings are not between the employer and the employee or the union. It shall be the employee's responsibility to provide any documentation from the court regarding payment and to notify the employer as soon as possible of the date(s) she is to serve on jury duty.

## **ARTICLE 22 - LEAVES OF ABSENCE**

22.01 The employer may grant leave of absence without pay to any employee for legitimate, personal reasons. The employee to be considered for such leave of absence must make her request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. The employer will respond in writing. Such consent shall not be unreasonably withheld, having regard to the reason for the requested leave and the staffing requirements of the Home. Leave of absence request for the period of December 15 to January 15 will not normally be approved.

The Employer will determine leaves of absence on the basis of first come, first serve. Should more than one employee request a leave of absence on the same date and for the same time period, the Home will consider such leaves as per the date of hire.



## ARTICLE 23 - PREGNANCY AND ADOPTION LEAVE

23.01 Parental/Pregnancy Leave will be granted in accordance with the provisions of the **Employment Standards Act (ESA)** as amended from time to time and as follows:

- a) The service requirement for eligibility for parental/pregnancy leave shall be thirteen (13) weeks.
- b) The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adopted child.
- c) An employee shall be granted thirty-five (35) weeks of unpaid parental leave for each parent who has worked for the same employer for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave.

All other parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.

- d) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.
- e) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave, the employer shall continue to make employer contributions to pension, life insurance, accidental death, EHC and dental plans unless the employee has advised the employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
- f) Parents shall be defined to include adoptive parents and a person in a relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his/her own.
- g) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not, then to a comparable position at the same rate of pay as when the leave commenced, or, if it is higher, the rate the employee would have been earning had she worked through the leave.

- h) An employee shall give at least four **(4)** weeks' notice of her intention to return to work. However, her leave shall not end before the expiration of six (6) weeks unless other arrangements are made with the employer.
- i) The Home may require, on medical grounds, that the leave of absence must begin on a date earlier than that requested by the employee, if at such time the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy and the employee must, if requested by the Home, furnish medical proof of her fitness to resume her employment following her leave of absence.
- j) Should an employee who is pregnant, require health related short term disability, if covered she will be entitled to same.
- k) Where this collective agreement provides an employee(s) with a greater right, benefit, term or condition for pregnancy and parental leave, that specific right(s), benefit(s), term(s) or condition(s) in question in the agreement shall prevail.
- l) In the event the *Employment Standards Act* and Regulations are amended to provide a greater right, benefit, term or condition to employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this collective agreement.

23.02

***Supplemental Unemployment Maternity Benefit***

The Employer shall maintain a Supplemental Unemployment Benefits (SUB) Plan. The Plan shall provide an employee commencing pregnancy leave, as provided under this Agreement, who has applied for and **is** in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of *The Unemployment Insurance Act*, a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Benefits and shall continue while the employee **is** in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

## ARTICLE 24 - COURSES

- 24.01 If employees are required to take courses by the employer or the Ministry of Health or other government agency to upgrade or acquire new employment qualifications, the employer shall pay the full cost of the course.
- 24.02 The employer agrees to make every effort to schedule an employee who is enrolled in a Health Care Aide Course in such a manner to prevent conflict with the class time providing the employer can adequately staff the Home without violating scheduling restrictions or causing an employee to work overtime.
- 24.03 Upon request of the union, each steward shall be entitled to an unpaid leave of absence of three (3) days per year for the purpose of attending educational seminars sponsored by the union, such leave being subject to the Home being able to adequately staff the Home without violating scheduling restrictions or causing an employee to work overtime.
- 24.04 The employer shall pay to the Canadian Auto Workers the sum of \$400.00 for Paid Education Leave. These monies shall be paid in trust to the **CAW** PEL and sent to the CAW Local 636.

## ARTICLE 25 - WSIB

- 25.01 Where an employee is absent due to illness or injury that is compensable by WSIB, the following shall apply:
- (a) The employer shall continue to pay his share of the premiums of any and all health and welfare benefits for a period of eighteen (18) months from the date the absence commenced, in accordance with the WSIB..
  - (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the employer for each monthly period during the absence. Employees must submit the premiums by the fifteenth of the prior month to the employer or the employer will drop coverage and the employee will not be entitled to insurance coverage until he/she returns to work.
  - (c) An employee will not be eligible for paid holidays, sick leave, or any other benefits mentioned in this agreement during any absence covered by Workers' Compensation except where specified otherwise.

- (d) If the anticipated length of an absence due to a compensable accident is of three (3) months' duration or more, the employer will post notice of the vacancy in accordance with the job posting procedure in this agreement. An injured employee shall have a period of two (2) years within which he/she shall retain seniority; within these two (2) years he/she shall have the right to return to work, but only if his/her doctor indicates to the employer that he/she has the physical capacity to fully perform his/her normal job.

## ARTICLE 26 - GENERAL

- 26.01 Notice of Address Change - It is the sole responsibility of each employee to keep the Home fully advised of her current address. Any notice sent by the employer shall be sent by registered mail to the address most recently given by the employee as her home address. Such notice will be deemed to be received by the employee on the second postal day following its being sent.
- 26.02 Bulletin Board - The employer shall provide a bulletin board to be used by the employees and the union in the Nursing Home. Any notice must be approved by the Home prior to the posting of such notice. Such approval shall not be unreasonably withheld.
- 26.03 Footwear - Where an employee submits a prescription from her physician regarding footwear that the physician deems appropriate in the employee's circumstances, she shall be allowed to wear the footwear prescribed, as long as the footwear meets health and safety requirements.
- 26.04 Time Change - The employer will pay each employee's regular hourly wage as set forth in Schedule A, as applicable, for the actual hours worked by such employee on the days when each of the Daylight and Eastern Standard Time are implemented. For greater clarity, an employee who is working on the changeover to Daylight Savings Time in the spring of any year will receive six and one-half (6 ½) hours wages and an employee who is working on change over to Eastern Standard Time in the fall of any given year will receive eight and one-half (8 ½) hours wages at the applicable straight time hourly rate.
- 26.05 In the event the Public Health Unit and/or Advisory Physician of the facility deem it necessary to conduct medical examinations or require medical testing of employees in an effort to control or eliminate an outbreak in the Home, all employees shall cooperate fully with the party requesting such information. The requesting party shall be responsible for any costs not covered by O.H.I.P. or the insurance carrier.

26.06 **Personal File**

Upon a written request, an employee or her designate shall have access to her personal file following her shift provided 24 hours notice is given to the administrator or at a mutually agreed upon time. The file may be viewed on the premises in the presence of the administrator or her designate.

26.07 Employees will not be asked to or required to transport residents.

26.08

1. The employer may request all employees voluntarily submit to current annual vaccinations for influenza, homeopathic/naturopathic treatments for influenza for the duration of an outbreak and quarantine. Such vaccinations shall be provided at no cost to the employees and offered during the regularly scheduled working hours of the employee.
2. The parties agree to jointly encourage all employees to participate in the vaccination program and distribute any educational materials made available.
3. The employer agrees that if an employee gets sick as a result of the vaccination, she may apply for WSIB.
4. Both parties recognize that employees who are unable to accept the vaccination or comparable treatment by reason which is documented by a medical practitioner, or by reason of religious accommodation, will not be scheduled nor assigned to work during a declared outbreak by the Outbreak Team (Public Health).
5. The parties agree that employees who are unable to accept the immunization or comparable treatment because of documented medical or health reasons, shall during a Public Health (Outbreak Team) be granted time off without pay and shall not receive any further disciplinary measures associated with their choice of non-participation. If an employee is placed on such unpaid leave, she may use banked lieu time or vacation pay credits, if available, in order to keep her pay whole.
6. That comparable treatment, i.e. amatadine will not be paid by the employer.

## ARTICLE 27 - NON-DISCRIMINATION/HARASSMENT

### 27.01 Introduction

Both the Home and the union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Ontario Human Rights Code (the "Code"). Prohibited grounds are race, ancestry, place of origin, colour ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as defined in the Code. This Joint Policy shall be interpreted in accordance with and subject to the provisions of the Code.

### Complaint and Investigation Procedure

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

Tell the person involved as soon as possible how you feel, and request that he/she stop the conduct you find offensive.

If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or union representative.

In minor cases, not involving repeat incidents, the Home and union agree that the union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the **CAW** Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company within ten (10) days of the initiation of the complaint.

In serious cases and cases involving repeat incidents, the employee shall put her complaint in writing, within ten (10) working days of the incident(s). The Home and the Union will conduct separate investigations into the allegations.

Upon completion of their separate investigations the parties will meet within ten (10) working days. After such meeting the parties will communicate their findings to all parties involved. If there is no resolution at this stage the complainant may take the issue up with a grievance, which will start at Step #2.

Caressant Care and CAW-Canada agree they will jointly implement a written process and policy to ensure joint responsibility under the *Human Rights Code*.

## ARTICLE 28 - HEALTH, SAFETY AND ENVIRONMENT

28.01 The CAW recognizes that resident care is a priority and can override personal safety (i.e. resident falling), on that basis the parties agree.

The Home shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Home shall comply with all applicable health and safety legislation and regulations.

### 28.02 Infectious Disease

The Employer will make employees aware of residents with serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper precautions and procedures necessary for each employee to deal with such resident's condition.

The parties agree it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure all employees are aware of the requirements to practice universal precautions.

The employees are obligated to maintain confidentiality in respect to this information.

### 28.03 Joint Health and Safety Committee

- a) A Joint Health and Safety Committee shall include two union members appointed by the Union. At no time shall the number of company members be allowed to exceed the number of worker members.
- b) Two co-chairpersons **shall** be elected by and from the members of the committee. One co-chair shall be a worker member, the other shall be a employer member.
- c) Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this agreement.
- d) The worker representatives on the Health & Safety Committee shall meet without company representatives prior to the committee meeting as agreed to by the parties.

### 28.04 Right to Refuse

- (a) The company shall ensure that all employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.

- (b) When a worker exercises his or her right to refuse he/she shall notify the supervisor who shall promptly notify the worker co-chair or designate who shall participate in all stages of **the** investigation. The worker shall stand at a safe place and participate fully in the investigation of the hazard. The worker can be directed to perform other work.
- (c) The company shall ensure that no other worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the worker representative.
- (d) If the worker representative and the supervisor cannot agree on a remedy to the work refusal, the government inspector shall be called in.
- (e) No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work.

28.05 **Accident and Incid Inspections**

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated and the results reviewed by the Joint Health & Safety Committee.

28.06 **Access to the Workplace**

Union/employer health and safety staff or union/employer consultants shall be provided access to the workplace to attend meetings of the committee or union committee or for inspecting investigating or monitoring the workplace.

28.07 **National Day of Mourning**

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

28.08 **Injured Worker Provisions**

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the rest of the shift at his/her regular pay.
- (b) Such employee shall be provided, if required, with transportation to his/her doctor's office or hospital and to his/her home.



28.09

**Return to Work**

Prior to an employee returning to work in a modified function from a WSIB injury of a permanent nature or a return to work from an extended absence (e.g. Motor Vehicle Accident) that will require the involvement of outside parties (e.g. Return to Work Mediator, Physiotherapist) the Union and the Employer will meet to discuss and develop a back to work program, but for the day to day return of an injured employee with restrictions the Employer will continue to act in accordance with the **Workplace Safety & Insurance Act** or any other relevant legislation in returning the employee(s) in a timely fashion.

The Employer may involve the Union in this process, however if the Union is not involved the Employer will make the Union aware of the return to work arrangement made with the accommodated employee.

**ARTICLE 29 – RETROACTIVITY**

29.01

The increase to the wage rates shall be retroactive and applied for all paid hours for each of the employees in the bargaining unit on and after the effective dates of the wage increases as set forth herein. Any employees hired after those dates shall be entitled to pro rata increases from the date of their employment.

The Employer shall contact in writing at their last known address any employees who have since left its employ to inform them of their entitlement to any retroactive adjustment, with the provision that they must respond to the Employer in writing within sixty (60) days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to such employees. A copy of the Employer's letter shall be sent to the Union along with a list of the names and addresses to whom the letter was sent.

All retroactive wages shall be paid by the Employer, by separate cheque, no later than sixty (60) days following the date of ratification or the date of the arbitration award.

**ARTICLE 30 - DURATION**

30.01 This agreement shall be effective from the first (1<sup>st</sup>) day of April, 2003 and shall remain in effect until the 31<sup>st</sup> day of March, 2006 and for further periods of one year unless notice shall be given by either party of the desire to delete, change or amend the provisions herein, within the period of no earlier than ninety days (90) or later than (30) thirty days prior to the expiry date. Should neither party give notice, the agreement shall renew itself for one year.

Dated this 24 day of Sept, 2004.

**SIGNED BY THE COMPANY**

Wayne Hillman  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

Karen Rodrigues  
Marilyn McCracken  
J. Courtney  
Don Yennie

## SCHEDULE A

### WOODSTOCK NURSING HOME

<u>Classification</u>	<u>Hours</u>	<u>4-1-03+</u>	<u>1-1-04#</u>	<u>4-1-04*</u>	<u>4-1-05*</u>
Housekeeping	Start	\$13.39	\$13.56	\$14.44	\$14.80
Dietary Aide	875 Hours	14.04	14.21	15.11	15.49
Activity Aide	1750 Hours	14.64	14.81	15.72	16.11
	3500 Hours	15.29	15.46	16.39	16.80
Nurse Aide	Start	\$14.04	\$14.21	\$15.11	\$15.49
	875 Hours	14.64	14.81	15.72	16.11
Nurse Clerk	1750 Hours	15.29	15.46	16.39	16.80
	3500 Hours	15.92	16.09	17.04	17.47
Health Care Aide	Start	\$14.22	\$14.39	\$15.29	\$15.67
Personal Support	875 Hours	14.81	14.98	15.90	16.30
Worker	1750 Hours	15.46	15.63	16.56	16.97
	3500 Hours	16.09	16.62	17.21	17.64
Cook	Start	\$14.64	\$14.81	\$15.72	\$16.11
	875 Hours	15.29	15.46	16.39	16.80
	1750 Hours	15.92	16.09	17.04	17.47
	3500 Hours	16.53	16.70	17.66	18.10
Activities	Start	\$15.27	\$15.44	\$16.37	\$16.78
Coordinator	875 Hours	15.83	16.00	16.94	17.36
	1750 Hours	16.43	16.60	17.56	18.00
	3500 Hours	17.03	17.20	18.17	18.62
RPN	Start	\$16.60	\$16.77	\$17.98	\$18.68
	875 Hours	16.86	17.03	18.25	18.96
	1750 Hours	17.23	17.40	18.63	19.35
	3500 Hours	17.68	17.85	19.09	19.82
Students		\$12.18	\$12.35	\$13.20	\$13.53

+ All rates include \$0.795 per hour Pay Equity.

# All rates include \$0.97 per hour Pay Equity.

\* All rates include \$1.50 per hour Pay Equity.

## SCHEDULE B

### *Health and Welfare Benefits*

1/2

#### Full Time Employees

In order to protect employees and their families from the financial hazards of illness, the employer agrees to provide for all full time employees who have completed their probationary period the following plans and to make the payments as indicated.

- 1) The employer agrees to pay one hundred percent (100%) of the premium cost for an extended health care plan with a deductible of ten dollars (\$10.00) per individual, twenty dollars (\$20.00 per family, once per calendar year, including a drug plan and vision care effective April 1, 2001 for one hundred and twenty five dollars (\$125.00) and effective April 1, 2002 for one hundred and fifty dollars (\$150.00) per two (2) years. The Drug Plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.
- 2)
  - (a) The employer agrees to pay one hundred percent (100%) of the premiums for a life insurance plan with coverage for each employee of twenty three thousand (\$23,000) effective April 1, 2001 and twenty five thousand (\$25,000) effective April 1, 2002.
  - (b) The employer agrees to pay one hundred percent (100%) of the premium for an accidental death and dismemberment plan with coverage for each employee of twenty-three thousand dollars (\$23,000) effective April 1, 2001 and twenty-five thousand dollars (\$25,000) effective April 1, 2002.
- 3) The employer shall pay one hundred percent (100%) of the premium cost of a Weekly Indemnity Plan to provide coverage on the first day of hospitalization or accident and sixth day of illness, up to twenty-six (26) weeks for each separate illness. Payment shall be at the rate of two-thirds (2/3) of regular pay. The employees' share of the unemployment insurance premium rebate will become payable to the employer in consideration for these improved benefits.
- 4) Effective the first month after ratification, the employer agrees to pay eighty percent (80%) of the premiums for a Blue Cross Number 9 (or equivalent) dental plan with a \$10.00/\$20.00 deductible based on the current O.D.A. fee schedule.

Effective April 1, 2005, the employer agrees to pay one hundred percent (100%) of the premiums for a Blue Cross Number 9 (or equivalent) dental

plan with a \$10.00/\$20.00 deductible based on the current O.D.A. fee schedule.

- 5) (a) Eligibility for participation in the above programs and to benefits thereunder shall be dependent on the terms of the policies with the insurance carrier.
- (b) A person normally entitled to insurance coverage, who is on maternity leave, adoption leave or on a leave of absence due to illness or injury, shall continue to be eligible for insurance coverage for a period of one (1) month if employed less than two (2) years, and for a period of three (3) months if employed two (2) years or more. Employees whose illness, maternity or adoption leave continues beyond the coverage herein provided shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months. Employees must submit the premium by the fifteenth (15<sup>th</sup>) of the month to the employer or the employer will drop coverage and the employee will not be entitled to insurance coverage until she returns to work.

6) **Sick Leave**

Sick leave shall be for the sole purpose of protecting employees in the event of illness.

On completion of her probationary period, an employee shall be granted three-quarter (3/4) day of sick leave credits for every full month then remaining in the calendar year.

On January 1 of each year, each seniority employee then employed shall be credited with ten (10) days of sick leave credits.

An employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for the hours she thus misses so long as she has sick leave credits.

The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.

In February of each year, each employee shall receive a fifty percent (50%) payout of those sick leave credits unused during the previous year at her then existing rate of pay. In the event an employee claims such sick pay for single illness in excess of three (3) days, she would have worked, the employee to be eligible for subsequent sick day payments must present a doctor's certificate confirming her reason for absence. The employer may waive such requirement. In the event the employer has reason to question

the validity of any absence, the employer may also require such medical certificate.

No sick leave shall be paid if and while a third party is paying income allowance (e.g. Workers' Compensation, insurance payments for injuries suffered in an automobile accident, or under the weekly indemnity plan), and if such employee subsequently receives any such payment for a day or days for which sick leave has been paid by the employer, the employee shall reimburse the employer for such sick leave payments.

7) **Uniform Allowance** (All | )

- (a) Kitchen staff shall be provided by the employer with all aprons, hair nets and any other protective or hygiene related clothing required to be worn in the course of their duties by the employer and the staff shall leave any of such articles so provided on the premises of the employer when not working in the course of their duties.
- (b) The employer agrees to pay a uniform allowance to all employees of 6¢ per hours worked effective April 1, 2002 as a non-taxable benefit. The uniform allowance will be added to the employee's regular bi-weekly pay cheque. The uniform allowance will not form part of the regular hourly rate for the purpose of calculating overtime or premium pay.
- (c) The Home will supply, free of charge, the first name tag to new employees. Replacement name tags will be replaced by the employee at the employee's expense.

**IN LIEU OF BENEFITS**

Part time employees covered by this collective agreement, except students, shall receive an amount equal to ten percent (10%) of their respective hourly wages added to their hourly rates of pay in lieu of holiday pay and the benefits provided in Schedule B above for full time employees. The ten percent (10%) payment in lieu of benefits shall not be included in the regular rate of pay or in the straight time hourly rate of pay (as such terms may be referred to in this agreement) for the purpose of computing any premiums or overtime payments.

For the purpose of clarity, the benefits provided are:

- Life Insurance
- Accidental Death and Dismemberment
- Extended Health Care Plan
- Weekly Indemnity Plan
- Sick Leave Plan
- Dental Plan

**During the probationary period an employee shall not receive any premium in lieu of benefits or any other benefits except for those allowed under the *Employment Standards Act*.**

#

## SCHEDULE C

### Master Scheduling

- a) Consistent scheduling as per the employers proposal presented June 8, 1999 (attached) barring any errors or omissions. To be effective January 17, 2000.
- b) It is understood that this applies only to the Nurse's Aides/HCA/PSW classification in the Nursing Home.
- c) All extra hours that become available in addition to the scheduled ones (i.e. vacation, sick time, LOA's, etc.) when the anticipated absence will be less than 4 weeks will be offered to the most senior person who had the time available in their existing line. (i.e. if someone's line is days/afternoons they will not qualify for midnights unless there is no one else available. It is understood that this employer's obligation is only for non-overtime hours. Part-time employees who take extra shifts due to sick time, LOA's etc shall remain part-time employees.
- d) All known shifts will be scheduled and assigned when the schedule is posted. A new employee would receive orientation during the schedule in place at the time of hire. They could then be assigned to the available shifts of the absent employee until the job posting is filled or the absent employee returns (depending upon the length of absence). Once the original job posting is filled, the new employee would move to the open line until the job posting filled it. Eventually the new hire would be left with an open line.
- e) **All** lines will be posted with the exception of the modified Restorative Care positions(K). Additional Restorative Care shifts will be distributed **by** seniority one schedule at a time. This is currently being used to accommodate a Modified Work Program and may require a physiotherapist kinesiologist in the future, or could be discontinued by the government. It is understood that restorative care is not a part of the consistent schedule. If the incumbent leaves the position, the parties will meet to determine whether a line **is** created for that position or if it may be required to accommodate another modified job.
- f) Only those employees classified as Nurse Aides/HCA/PSW, at the time the lines are put up for bid would be eligible to bid on the lines. After the schedule goes into effect all employees would be able to job post to any future vacancies.



- g) Vacations - the home intends to continue to hire summer vacation relief for peak vacation periods. The vacation schedule for N.A.'s/H.C.A.'s/P.S.W.'s will be posted as per Article **16.01**.
- h) From April **15<sup>th</sup>** to April **30<sup>th</sup>** the home will post the list for vacation requests along with a list of when employees are not available during June, July, August and September. Eligibility for available shifts will be based upon seniority on a rotational **basis**. Article **13.04** (d) will apply if an employee wishes to shift change. By May 15<sup>th</sup> of each year employees would know their vacation schedule and the extra shifts they are working. Any remaining shifts not filled by this method would be assigned to temporary vacation relief personnel.
- i) **17.02** For those employees on the consistent schedule, the schedule will not be altered due to a paid holiday as outlined in Article **17.02** . The Christmas and New Year's schedule, as described in Article **17.04** shall remain the same for all employees.
- j) The parties understand that the Home retains the right to add or reduce hours/lines based upon CMI, occupancy new/special programs (**ex:** Massage, touch and aroma therapy) etc. The reduction of lines/hours would follow the terms and conditions of the contract.

**LETTER OF UNDERSTANDING**

between

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

hereinafter referred to as "the Union"

and

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

hereinafter referred to as "the Employer"

**RE: HOUSEKEEPING DEPARTMENT**

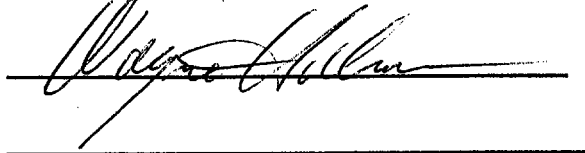
The employer will schedule employees required to work a statutory holiday/statutory holiday weekend on a rotational basis throughout the calendar year, excluding the Christmas and New Year schedule.

**Day Housekeeping Shift**

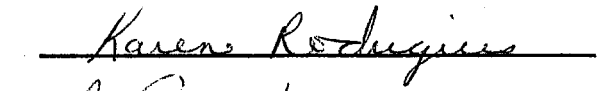
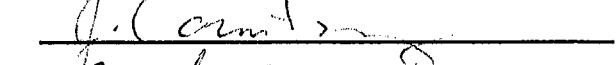


The employer shall make every effort to distribute shifts of work scheduled for a 2 week pay period equal in number per week, excluding vacation replacements or call-ins. (student shifts excluded).

Dated this 29 day of september, 2004.

**SIGNED BY THE COMPANY**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

**CAW TCA**  
**CANADA**

**BASIL 'Buzz' HARGROVE**  
*National President  
Président national*

**LUC DESNOYERS**  
*Québec Director  
Directeur québécois*

**JIM O'NEIL**  
*National Secretary-Treasurer  
Secrétaire-trésorier national*

140 PINE VALLEY BLVD., LONDON, ONTARIO N6K 3X3  
TEL: (519) 649-2552 • FAX: (519) 649-7355  
1-800-285-1891 • www.caw.ca

**October 4, 2004**

**BY FAX (519) 539-9601**

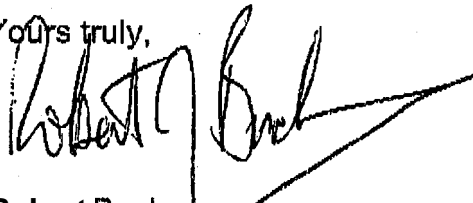
**Wayne Hulme**  
**Vice President Human Resources**  
**Caressant Care Retirement and Nursing Home Ltd.**  
**264 Norwich Avenue**  
**Woodstock ON N4S 3V9**

**Dear Mr. Hulme:**

**RE: Caressant Care Woodstock**

**Further to our telephone conversation please be advised the Union is in agreement that the latter of understanding on page 49 of the collective agreement does not properly reflect that the full Pay Equity increases are included in the wage schedule. As agreed, the parties will ensure that this letter is corrected in the next round of negotiations.**

Yours truly,



**Robert Buchanan**  
**National Representative**  
**CAW-Canada**

RB:kh/cope343

cc: **Ross Gerrie**  
**Janice Courtney**



**LETTER OF UNDERSTANDING**

between

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

hereinafter referred to as "the Union"

and

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

hereinafter referred to as "the Employer"

**RE: PAY EQUITY**

The current wage grids in Schedule A contain \$0.965 per hour of Pay Equity.

The Pay Equity Plan requires a total of \$1.50 of Pay Equity.

The parties agree that should the Government provide any additional funding in addition to the \$0.965, this additional funding will:

- be paid to the employees
- be retroactive to the date which the Government deems it effective
- be added to the employees' base rates in Schedule A.

Dated this 29 day of September, 2004.

**SIGNED BY THE COMPANY**

Wagner Adams  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

J. Carleton  
Marilyn McBratton  
Kevin Rodriguez  
Tom Yente

**LETTER OF UNDERSTANDING**

between

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

hereinafter referred to as "the Union"

and

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

hereinafter referred to as "the Employer"


**RE: PART TIME EMPLOYEE DEFINITIONS / SCHEDULING**

Notwithstanding Article 2.04 (b), the parties agree to the following changes to the Collective Agreement.

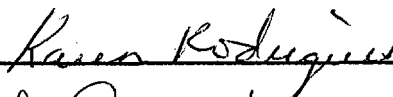
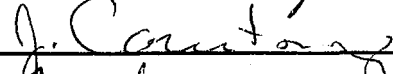

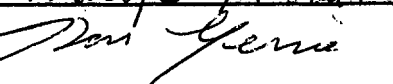
1. Part time employees may be regularly scheduled up to thirty (30) hours in per week.
2. Any part time employee scheduled as in 1. above shall remain a part time employee and receive in lieu of all fringe benefits as per Schedule "B" – IN LIEU OF BENEFITS.
3. If a part time employee works more than thirty (30) hours in a week **due** to vacations, leave of absence, illness, shift exchanges, she/he will remain classified as a part time employee.

Dated this 29 day of September, 2004.

**SIGNED BY THE COMPANY**

  
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\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

## LETTER OF UNDERSTANDING

between

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

hereinafter referred to as “the Union”

and

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

hereinafter referred to as “the Employer”

### RE: RPN SCHEDULE

The Employer will endeavour to maximize pre-scheduled hours, based on seniority, on the RPN schedule by:

1. Scheduling the two senior RPN's
  - A minimum of eight (8) 8 hour shifts per 2 week pay period. ***Both the CAW and Caressant Care agree that, for the purposes of this schedule, the incumbents will remain classified as part-time employees.***
  - The Employer will endeavour to schedule every other weekend off (the weekend being Saturday & Sunday) considering staffing requirements.
  - The employer will endeavour to schedule two consecutive days off between shifts on a two week rotation of shifts. (Days 6:00 a.m. – 2:00 p.m. and afternoons 2:00 p.m. – 10:00 p.m.)

The balance of shifts in a 2 week pay period will be scheduled

- Equitably among the remaining RPN's
  - With at least every 3<sup>rd</sup> weekend off. (The weekend being Saturday & Sunday)
  - On both day and evening shifts. There will be no contravention of Article 13.07 (c) (12 hrs. between scheduled shifts)
2. Both parties agree that there will be no requests for specific days off prior to the posting of the schedule as per Article 13.04 (a). The process of exchanges of shifts outlined in Article 13.04 (d) can be exercised by employees to change posted schedule.

3. It is understood by both parties that the schedule will not be altered due to a paid holiday. The Christmas and New Year's schedule as described in Article 17.04 shall remain the same.
4. Both parties agree to a trial period of 16 weeks beginning Monday, November 6, 2000. The parties will meet prior to the end of the trial period to review and discuss any concerns and/or extension of the process.

The Union agrees not to use this Letter of Understanding as a precedent in any other negotiations or Interest Arbitration where CC is the Employer.

Dated this 29 day of September, 2004.

**SIGNED BY THE COMPANY**

*[Handwritten Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

*J. Courtney*  
*Karen Rodriguez*  
*Marilyn McCrea*  
*Don Yennie*

**LETTER OF UNDERSTANDING**

**between**

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

**hereinafter referred to as “the Union”**

**and**

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

**hereinafter referred to as “the Employer”**

**RE: NORVILLA TRANSFER OF BEDS AND EMPLOYEES**

The Employer agrees to meet with the Union prior to the transfer of beds from Norvilla Nursing Home to Woodstock Nursing Home.

At such meeting(s) the Employer will disclosed the number of beds transferred, the approximate time of transfer, and the staffing needs required.

New positions required as a result of the transfer of beds and/or new beds at Caressant Care Woodstock Nursing Home will first be offered to Caressant Care Woodstock Nursing Home employees represented by the CAW, Local 636, through the normal job posting articles. If there are no applicants from the Caressant Care Woodstock Nursing Home for the original or subsequent postings the position(s) will be offered to the Norvilla CAW, Local 636 members using the Caressant Care Woodstock Nursing Home collective agreement job posting procedure.

For clarity and for the purpose of this Letter of Understanding Article 14.08 of the Caressant Care Woodstock Nursing Home will not apply.

**The successful applicant from Norvilla**

Once the Norvilla employee successfully transfers to Woodstock she will fall under the Caressant Care Woodstock Nursing Home and CAW, Local 636 collective agreement.

The Norvilla employee will receive credit for her service for the purpose of vacation entitlement and movement on the wage grid. (subject to the outcome of the current round of negotiations)



Seniority

Norvilla employees successfully transferring to the Woodstock Home will be credited with an artificial seniority date of entry based on the date of ratification of the current negotiations for a collective agreement between CAW, Local 636 and Caressant Care Woodstock Nursing Home.

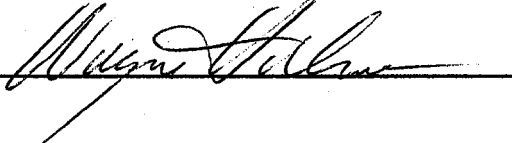
Norvilla employees successfully transferring to Caressant Care Woodstock Nursing Home will fall under this date (date of ratification) ranking in order of their seniority with Norvilla.

For clarity Caressant Care Woodstock Nursing Home CAW, Local 636 members' seniority will be protected and rank above the Norvilla employees.

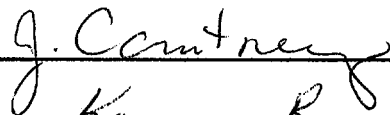

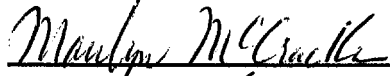

In the event the Employer must hire new employees to staff the Norvilla Home after the date of ratification these employees will be treated as new hires at the Caressant Care Woodstock Nursing Home.

Dated this 29 day of September, 2004.

**SIGNED BY THE COMPANY**

  
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\_\_\_\_\_

**SIGNED BY THE UNION**

## LETTER OF UNDERSTANDING

between

**National Automobile, Aerospace, Transportation and  
General Workers Union of Canada (CAW-Canada)**

hereinafter referred to as “the Union”

and

**CARESSANT CARE NURSING HOME OF  
CANADA LIMITED**

hereinafter referred to as “the Employer”

### **RE: IMPLEMENTATION OF GROUP REGISTERED RETIREMENT SAVINGS PLAN**

Whereas the parties mutually agreed to establish a Group RRSP for employees and have agreed upon a financial institution to act as the trust administrator for such plan;

The parties agree to the following definitions of terms in respect of the administration and operation of the Group Registered Retirement Savings Plan (hereafter Group RSP):

“Plan” means the Group Registered Retirement Savings Plan, administered by TD Asset Management as a TD Future Builder Group Retirement Savings Plan,

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

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

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” means full time and part time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service. It is agreed that an employee previously eligible to participate in the arrangement shall not serve another eligibility period simply by reason of a transfer from full time to part time; or vice versa.

Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to four (4%) percent of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, a matching amount equal to four (4%) percent of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment of any outstanding Employer contribution irrespective of whether the employee pays the matching amount.

The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

The Employer shall ensure that sufficient funds corresponding to the deductions for employee contributions, plus a matching amount representing Employer contributions shall be deposited to such account as necessary to permit the Plan Trustee access to the remittance consistent with the Employer's obligation to remit funds within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the costs of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount and on such basis as required by the collective agreement in force between the parties.

The Union and the Employer acknowledge and agree that the prior written consent of the Union shall suffice as instruction on behalf of any participating employee to the Trustee to transfer, liquidate or otherwise deal with the assets of the Plan, including any withdrawals from the Plan.

The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information as otherwise required pursuant to the **Pension Benefits Act, R.S.O. 1990, Ch. P-8**, as amended, which the Administrator/Trustee may reasonably require in order to properly record and process pension contributions.

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

i) To Be provided Once Only at Plan Commencement:

- Date of Hire
- Date of Birth
- Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date

ii) To Be Provided with each Remittance:

Name  
Social insurance Number  
Monthly Remittance  
Pensionable Earnings

iii) To Be Provided Once, and if Status Changes:

Full address as provided to the Home  
Termination date where applicable (MMDDYY)

iv) To Be Provided Once if they are Readily Available:

Gender  
Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

The Employer agrees to be bound by the terms and conditions of the Employer Agreement and Information Form dated October 25, 2002, as may be amended from time to time by mutual agreement with **CAW** Local 636.

Dated this 29 day of September, 2004.

**SIGNED BY THE COMPANY**

Wayne Adams  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY THE UNION**

J. Courtney  
Karen Rodriguez  
Marilyn McCracken  
Mrs. Genie