

**COLLECTIVE AGREEMENT**

Between

**THE CORPORATION OF THE COUNTY OF MIDDLESEX  
(STRATHMERE LODGE)**

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION and GENERAL WORKERS UNION of  
CANADA**

**CAW LOCAL 302**

**Expiry: December 31, 2005**

ENTERED

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE COUNTY OF MIDDLESEX  
(STRATHMERE LODGE)  
(hereinafter called the "Employer")

OF THE FIRST PART

•and•

CANADIAN AUTO WORKERS UNION  
LOCAL 302  
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Union by a certificate dated July 31, 2000 is the certified bargaining agent for the employees of The Corporation of the County of Middlesex at Strathmere Lodge in Strathroy, Ontario, (hereinafter called the "Home"), save and except supervisors, persons above the rank of supervisor, registered nurses, the recreation director and the food supervisor.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and those of its employees (hereinafter referred to as the "Bargaining Unit") for which the union is the certified bargaining agent and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

ARTICLE 2 - DEFINITION

2:01 For the purpose of this Collective Agreement the terms "employee" and employees" shall mean an employee who is, or employees who are, employed at the Home in the Bargaining Unit and in a classification specifically set forth in Schedule "A".

2:02 Where the masculine pronoun is used in this Agreement it shall be deemed to include feminine, and vice versa, where the context so requires.

### ARTICLE 3- RECOGNITION

- 3:01 The Union is recognized as ~~the sole~~ collective bargaining agency for all employees in the Bargaining Unit and the Employer agrees that it will not enter into any agreement ~~with~~ the employees, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.
- 3:02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised upon any employee in respect of hiring, wage rates, training, promotion, transfer, lay-off, recall, discipline, including discharge, or other wise by reason or grounds covered by the Ontario Human Rights Code or by reason of membership in the Union.
- 3:02 (b) Where there is a complaint or involvement of a union member regarding discrimination or harassment, that member shall have the right to complain to a CAW or management representative who will ~~immediately~~ undertake a joint investigation with a CAW Representative, to be identified by the CAW, following the procedures in the Corporate Policy dated July 10, 2001 or as revised (after consultation with the Union).
- 3:03 Supervisors and persons whose jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit except in the case of emergency or ~~for~~ the purpose of instructing employees, or when members of ~~the~~ bargaining unit are not available or able to do ~~the~~ work.

### ARTICLE 4 - UNION SECURITY

- 4:01 The Employer agrees that, during the term of this Collective Agreement, it will deduct Union dues from the ~~first~~ pay due in each calendar month and will remit same ~~to~~ the Financial Secretary of the Local Union not later than the 20<sup>th</sup> day of the same month.
- 4:02 The Employer shall make deductions and remissions of Union dues ~~from~~ the first pay of the month following completion ~~of~~ 3 weeks employment ~~of~~ new employees.
- 4:03 The Employer shall, when remitting such dues, list the names and classifications of ~~the~~ employees from whose pay such deductions have been made and shall state the amount of such deductions in respect of each such employee.
- 4:04 All employees within the Bargaining Unit shall have Union dues deducted ~~monthly~~ as a condition of employment.
- 4:05 All present employees in the Bargaining Unit who ~~are~~ members of the Union shall remain members in good standing for the duration of their employment.
- 4:06 The Employer shall send to the Union each month a list of names, addresses and classifications of all new employees.

- 4:07 Time will be made available to a Steward or to a member of the Union Committee for the purpose of meeting with each new employee during regular working hours on one occasion during such new employees' first month of employment to a maximum of 15 minutes and such time will be made available to the Steward or member of the Union Committee and each new employee without loss of pay.
- 4:08 Employees within the Bargaining Unit who voluntarily become members of the Union after 3 weeks of employment shall remain members in good standing for the duration of their employment.
- 4:09 T-4 slips will show deductions made for Union Dues.

#### **ARTICLE 5 - NO STRIKES AND LOCKOUTS**

- 5:01 The Employer agrees it will not cause or direct a lockout of employees, and the Union agrees it will not cause or direct a strike against the employer. Lockouts and strikes shall be as defined in the current edition of The Ontario Labour Relations Act.

#### **ARTICLE 6 - MANAGEMENT FUNCTIONS**

- 6:01 The Union acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to:
- (a) determine and establish standards of procedure for care, welfare, safety and comfort of the residents in the Home, and to plan, direct and control the workforce and the work of the employees and the operation of the Home.
  - (b) maintain order, discipline, efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations which will be exercised in a manner consistent with the Collective Agreement. The Employer will notify the Union Committee of any alterations of the present rules and regulations, or of new rules or regulations prior to their implementation.
  - (c) hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

#### **ARTICLE 7 - REPRESENTATION**

- 7:01 The Union shall elect or otherwise select a Union Committee composed of not more than 5 members and the Employer will recognize such Union Committee for the purpose of dealing with any grievance or bargaining in connection with any matter properly arising from time to time during the term of this Collective Agreement, including negotiations for or renewal of any Collective Agreement.

- 7:02 The Union shall elect or otherwise select 7 Stewards. The Stewards shall be chosen as follows: Nursing - 3; Dietary - 1; Maintenance and Laundry - 1; Housekeeping - 1; and Part Time employees - 1.
- 7:03 It is agreed that a Union Representative of Local 302 shall have access to the home premises and may, at the request of either the Union Committee or the Employer, be present at any meeting with the Employer's Representatives.
- 7:04 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the processing of Union business will be consumed by such persons during working hours. The Union Committee Members or Stewards will first obtain the Supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the Supervisor. Such permission shall not be unreasonably withheld.
- 7:05 In accordance with this understanding it is agreed that:
- (a) each member of the said Union Committee shall receive his regular pay for all regularly scheduled work hours lost due to attendance at negotiating meetings with Representatives of the Employer up to but not including arbitration;
  - (b) a Steward, the grievors and where applicable under this agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings (including meetings of Settlement Officers appointed under Section 49(6) of the Labour Relations Act) with Representatives of the Employer up to but not including arbitration;
  - (c) should the Employer require members of the Union committee to attend meetings and or perform some Union function, the employee will be paid at straight time for time spent performing these duties.
- 7:06 The Union agrees to supply the Employer with the names of the Stewards and the Union Committee members and will keep such list up to date at all times.
- 7:07 The Union committee and the Employer shall, upon the written request of either, arrange a meeting and meet to discuss any matters arising out of this Collective Agreement.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

##### **Complaint**

- 8:01 It is the mutual desire of the parties hereto that complaints of the employees be adjusted as quickly as possible, Not more than 15 days after the circumstances giving rise to a grievance first occurred or originated, the employee involved shall take up the matter or thing, by way of complaint, with his or her Supervisor or Department Head and shall have the assistance of a Steward or member of the Union Committee.

8:02 Within 5 days after receiving the complaint as aforesaid, the Supervisor or Department Head, as the case may be, shall give the complaining employee a decision.

Step Number **One**

8:03 In the event that the decision given by the Supervisor or Department Head, as the case may be, is not satisfactory to such employee, within 5 days after the giving of such decision, such employee, with the assistance of a Steward or a member of the Union Committee, may initiate the FIRST STEP in the Grievance Procedure by submitting the grievance to the Administrator of the Home, which submission shall be in writing and shall be dated and shall be signed by the grieving employee and shall contain a statement of the nature of the grievance, and shall state the relief sought. At the request of either party the employee shall receive the assistance of any one of the Union Representatives of Local 302.

8:04 Within five days after receiving the grievance as aforesaid, the Administrator of the Home shall give his written decision in respect thereof to the grieving employee; and in considering and making his decision, the Administrator of the Home may have such assistance and counsel as he may wish.

Step Number **Two**

8:05 (a) In the event that the decision given by the Administrator of the Home is not satisfactory to the grieving employee, within 5 days of giving of such decision, the grieving employee and the Steward, or a member of the Union Committee may continue the grievance to the SECOND STEP of the Grievance Procedure by giving written notice to the Administrator of the Home, requiring the grievance be referred to the Chief Administrative Officer. The CAO will arrange a meeting within fifteen (15) days of receiving notice. Attending the meeting will be the grievor, the Union Committee, the Union Representative, the CAO or designate, the Administrator, and counsel for the County.

(b) In making representations and submissions, the grieving employee may have such assistance and counsel as he or she may wish; and similarly, such county Committee may have assistance and counsel as it may wish.

8:06 Within 5 days after the meeting referred to in 8:05 (a) above, the Employer shall give his written decision to the grieving employee and to the Union Committee in respect of the grievance.

Step Number **Three - Arbitration**

8:07 In the event that the decision of the employer is not satisfactory, the Union, within 10 days of giving of the decision by such Committee, may refer the grievance to arbitration.

General Provisions

8:08 For the purpose of this Collective Agreement a grievance shall mean any matter or thing not usurping the functions of the Employer as to the management of the Home and arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not the matter or thing is a grievance and such grievance shall be settled or determined in accordance with the provisions of this Collective Agreement.

- 8:09 The time limits fixed in the complaint, grievance and arbitration procedures, may be extended by the written agreement of the Employer and the Union.
- 8:10 Where a limitation period in this Collective Agreement is prescribed by reference to a number of days, neither the day upon which the occurrence of the event commencing the limitation period nor the day upon which the giving of a notice or the taking of an action shall be included; provided, however, that Saturdays, Sundays, Paid Holidays and the complaining or grieving employee's regular days off, sick leave, and vacation shall not be included in the determination of a limitation period.
- 8:11 The employees agree to **use** the provisions of the Collective Agreement to resolve all grievances and will not direct any appeals to any elected representatives of the Employer.
- 8:12 Any agreement as to the settlement of a grievance made at any time between **the** Union and the Employer shall be final and binding upon the Employer, the Union and all affected employees.
- 8:13 Wherever in the complaint, grievance or arbitration procedure reference is made to the Administrator of the Home, such reference shall include a delegate **of** the Administrator of the Home.

#### **ARTICLE 9 - POLICY GRIEVANCES**

- 9:01 Where differences arise between the Employer and **the** Union concerning the interpretation or a violation of this Collective Agreement, which may be considered as **policy** matters, the differences between the parties shall be reduced to writing by the Union Committee and delivered to the Administrator of the Home at the First Step of the Grievance Procedure in accordance with Article 8:03.
- 9:02 Similarly an Employer's grievance may be reduced to writing by the Administrator of the Home and delivered to the Chairperson of the Union Committee who shall within 5 days of receipt of such Written grievance give a written reply **to** the Administrator **of** the Home.
- 9:03 Where the facts relating to an alleged grievance apply to 2 or more employees, the alleged grievance may be processed as a policy grievance.
- 9:04 If the matter of the policy grievance is not satisfactorily **settled**, it is understood that it may be referred to arbitration by either of the parties.
- 9:05 It is agreed the Union Committee Members have the right to submit a Policy Grievance on behalf of an employee or group of employees when the Union Committee Members can show a clear prejudice to the bargaining unit as a whole and may be affected by the resolution of the issue resulting from the complaint.



#### **ARTICLE 10- DISCHARGE AND DISCIPLINE**

- 10:01 A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is submitted by the employee within 3 days of the discharge to the Administrator of the Home at the First Step of the Grievance Procedure in accordance with Article 8:03.
- 10:02. Such discharge grievance to be considered must be presented to the Administrator of the Home or to his designated representative by a member of the Union Committee and it shall be dealt with thereafter in accordance with the Grievance Procedure to and including arbitration if no satisfactory settlement is reached.
- 10:03 The Employer shall notify any employee in writing of any expression of dissatisfaction concerning his or her work within 10 working days of the event of the complaint, with copies to Local 302 and Chairperson of the Union Committee. This notice shall include particulars of the work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of the employee's record.
- 10:04 The record of an employee shall not be used against him or her at any time after 15 months following any disciplinary action; it being understood that a Union Committee Member or Steward must be present at the time any disciplinary action is taken, otherwise such disciplinary action will be considered null and void.
- 10:05 An employee shall, upon written request, be granted the opportunity to view his or her personnel file.

#### **ARTICLE 11 - ARBITRATION**

- 11:01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Collective Agreement. The parties agree to utilize a single arbitrator and the request shall contain the name of the party's nominees as arbitrator. The other party shall, within 10 days thereafter, respond with its nominees as arbitrator and the 2 parties shall, within 10 days endeavour to agree upon an arbitrator. If the parties are unable to agree within 10 days, then either party may require the appointment of an arbitrator by the Minister of Labour for Ontario.
- 11:02 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow amendments to the grievance and to waive formal procedural irregularities in the processing of a grievance or to allow omitted previous steps or steps out of time to be completed, in order to determine the real matter in dispute and to render a decision which the arbitrator or arbitration board deems just and equitable.
- 11:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11:04 Each of the parties shall pay one half of the fees of the Arbitrator.

- 11:05 An arbitrator shall have **no** power to alter or change any of the provisions of **this** Collective Agreement, to substitute any **new** provision for existing provisions, nor to deal with any matter not covered by this Collective Agreement.
- 11:06 The decision of any arbitrator shall be consistent with the terms and provisions of **this** Collective Agreement.
- 11:07 Proceedings before the arbitrator shall be expedited by **the** parties hereto.
- 11:08 The decision of the arbitrator shall be **final** and binding **on** both parties to this Collective Agreement.
- 11:09 Any grievance involving the **interpretation** or application of **this** Collective Agreement which has been disposed of hereunder shall not be **made** the subject of another grievance.
- 11:10 At any **stage** of the complaint or the Grievance Procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and all reasonable arrangements will be made to permit the parties and the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the **function** of the Home.

#### **ARTICLE 12 - SENIORITY**

- 12:01 Seniority is defined as an employee's length of continuous service and will be acquired when a full time bargaining unit employee has completed 60 calendar days of service in the Home, Strathmere Lodge and when a part time bargaining unit employee has completed 180 hours of work in the Home, Strathmere Lodge. Such seniority will date from the first date an employee actually commenced work at the Home and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above, provided, however, that a probationary employee shall be entitled to the assistance of the Union in settling any grievance, including dismissal.
- 12:02 In case of promotion, demotion, transfer, lay-off and recall, seniority shall apply provided the employee concerned is qualified and has the ability to **perform** the work required.

#### 12:03 **Notice of Layoff**

(a) **Union**

There shall be at least three (3) months' notice to the Union in the event of a proposed layoff of a permanent or long term nature or in the event of a substantial bed cutback, cutback in service, partial or full workplace closure, or sale of the business which affects or could affect the bargaining unit.

In the event the anticipated layoff resulting from the above-noted provision is expected to result in the layoff of full-time employees with at least five (5) years seniority, the advance notice to be given to the Union will be six (6) months. This same notice shall be posted on the union bulletin board.

- (b) Employees  
In the event of a layoff of a permanent or long term nature the Home will provide the employees with two (2) weeks notice for each year of service to a maximum of sixteen (16) weeks, provided the affected employee has more than twelve months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.
- (c) In the event of anticipated lay-offs, the Union and Employer will meet to discuss the implementation of the provisions found in 12:04, 12:05 and 12:06. It is agreed that the parties will attempt to do this before issuing notice of lay-off.

12:04 Severance and Retirement Options

- (a) Severance Pay  
Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Home who has received notice of layoff of a permanent or long term nature may resign, forfeiting the right to notice. Such employee will receive the balance of the notice as severance pay.
- (b) Retirement Allowance  
Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of OMERS. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year up to and including ten (10) years of service; two weeks pay for each year for employees with greater than ten (10) years of service to a maximum of thirty-five weeks; on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump-sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.  
Note: the Home may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.
- (c) A full time employee who has completed one year of service and whose layoff is permanent, or who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this article shall be entitled to severance pay equal to the greater of two weeks' pay, or one (1) week's pay for each year of service up to and including ten (10) years of service; two weeks pay for each year for employees with greater than ten (10) years of service to a maximum of thirty-five weeks; on the basis of the employee's normal weekly earnings. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

12:05 Layoff and Recall

- (a) In the event of layoff, the Home shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on **the** job employees who then have the ability to perform the work.
- (b) **An** employee who is subject to layoff shall have the right to displace an employee who has **less** bargaining unit seniority and who can **perform** the duties without training other than orientation. Such employee **so** displaced shall be laid off.
- Full **time** employees will bump in **the** full time bargaining unit. Part time **employees** will bump in the part time bargaining unit. If there **are** no full **time** positions available to bump, a full time employee laid off may bump into a part time position based on their seniority.
- If there **are** no part time positions available to bump, a part time employee laid off may bump into a full time position based on their seniority.
- (c) **A** full time employee shall have the opportunity of recall **from** layoff to an available full time opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure.
- A** part time employee shall have the opportunity **of** recall **from** lay off to an available part time opening, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure.
- The** posting procedure in the Collective Agreement shall not apply until the recall process has **been** completed.
- (d) In determining the ability of an employee to perform **the** work for the purposes of the paragraphs above, the Home shall not act in an arbitrary **and** unfair manner.
- (e) **An** employee recalled to work in a different classification from which he was laid off shall have the privilege **of** returning to the position he held prior to the layoff should it become vacant within six **(6)** months of being recalled.
- (f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies within their classification which are expected to exceed ten (10) working days. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) No full time employee within the bargaining unit shall be laid off by reason of **his/her** duties being assigned to one or more part **time** employees.

12:06 Benefits on Layoff

In the event **of** a layoff of a full time employee the Home shall pay its share of insured benefits premium **up to** three **(3)** months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

- 12:07 Full time and part time bargaining unit seniority lists will be posted on the official Union Bulletin Board in **the** Home, and a copy of **the** seniority lists will be supplied to the Union and the Chairperson of **the** Union Committee. **The** seniority lists will be posted and revised every **6** months.
- 12:08 **An** employee shall **lose** all seniority and **his** or her employment shall be deemed conclusively **to** have terminated after he or she:
- (a) **Is** discharged for cause and the discharge is not reversed by operation of **the** Grievance Procedure,
  - (b) Voluntarily quits the employ of the Employer,
  - (c) **Fails** without reasonable excuse to report for work within **7** calendar days after being notified by the Employer to return to work following a layoff,
  - (d) Fails without reasonable excuse to advise the Employer within **5** days of **his** or her intention to report for work pursuant to notification, or
  - (e) **Is** absent when scheduled for work by **the** Employer for **three** consecutive days unless a reasonable reason is given for such absence,

This clause shall be interpreted in a **manner** consistent with the provisions of the Ontario Human Rights Code.

- 12:09 In the event that the Employer hires an employee as a full time employee who, prior to such hiring, has rights of seniority **as** a part time employee, the seniority of such employee shall be recognized and applied for all the **rights** and privileges of seniority. In the event a **full** time **employee** becomes a part time employee, all seniority rights shall be similarly recognized and applied.

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

- 13:01 The normal hours of work shall **be** **8** continuous hours (hereinafter referred to as a "shift") daily with **30** minutes allowed without loss of pay in each shift for a meal.
- 13:02 (a) There shall be two (2) **ten** (10) minute rest periods permitted in each shift, or one (1) twenty (20) minute period to be taken at least one-half ( $\frac{1}{2}$ ) hour before the end of the shift for employees who are scheduled to work an eight (**8**) hour shift.
- (b) Employees who are scheduled to work a shift of more than four (**4**) hours, but less than eight (8) shall be allowed two (**2**) **ten** (10) minute rest periods, or one (**1**) **twenty** (20) minute rest period to be taken at least one-half ( $\frac{1}{2}$ ) hour before the end of the shift.
- (c) Employees who are scheduled to work a shift of four (**4**) hours or less, shall be allowed one (**1**) **ten** (10) minute rest period to **be** taken at least one-half ( $\frac{1}{2}$ ) hour before the end of the shift.

- 13:03 Overtime shall be paid at the rate of time and one-half for all hours worked in excess of the normal scheduled shift, on an employee's scheduled day off or in excess of 80 hours during any 2 week pay period.
- 13:04 Registered Practical Nurses, Health Care Aides, Nursing Assistants and Orderlies working the shift which commences at 5:00 a.m. shall be paid time and one-half their regular rate for such shift.
- 13:05 Employees will not be required to take time off in lieu of overtime.
- 13:06 Employees will not be required to work more than 6 days consecutively.
- 13:07 Employees will be given an equitable number of weekends off, it being understood that the word "weekends" means Saturdays and Sundays.
- 13:08 There shall be a minimum of 15 hours between call-in or booked shifts. Where there is not 15 hours off, overtime shall be paid at time and one half for all hours worked within the 15 hours. The exception shall be where an employee agrees to work by arrangement with another employee, which arrangement has the prior approval of management.
- 13:09 Full time or temporary full time employees, after completing two full rotations of night shifts, shall receive a day off with pay at regular time in addition to the employee's scheduled days off.
- Employees normally scheduled vacation, or the approved trade of up to three (3) shifts per rotation, shall not preclude eligibility for sleep day entitlement. For all other absences, employees must have worked a minimum of two (2) shifts in each night rotation.
- 13:10 Work schedules shall be posted for 4 week periods and shall remain posted for the duration of the schedule, except as may be mutually arranged between the Union Committee and the Administrator of the Home. Such notice shall be posted one week prior to the completion of the current schedule.
- 13:11 Once a work schedule is posted, there will be no changes therein except as mutually arranged between the employees involved in the change and the employees' immediate Supervisor.
- 13:12 Employees required by their Supervisor to work for less than 4 hours in any classification with a higher rate of pay will be paid for 4 hours at the appropriate higher rate of pay whether straight-time or overtime.
- 13:13 Employees required by their Supervisor to work 4 or more hours or more in any classification with a higher rate of pay will be paid for a full 8 hours and also for any hours worked in excess of such 8 hours at the appropriate higher rate of pay whether straight-time or overtime.
- 13:14 The intentional punching in or out of another employee's time card is prohibited and an employee doing so shall be subject to immediate disciplinary action. If an employee accidentally punches the time card of another employee, the Supervisor shall be notified immediately upon discovery, otherwise it shall be presumed that such time card was not punched accidentally.
- 13:15 There shall be no split shifts and days off shall be consecutive except when arrangements for split shifts or non-consecutive days off have been made, by mutual consent, by the affected employee and such employee's Supervisor.

- 13:16 Present scheduling requirements will be maintained. Should changes be required as the result of a valid operational reason these changes will not be arbitrarily implemented or arbitrarily denied. The changes will be negotiated with the Union.
- 13:17 There shall be an equitable number of day shifts as compared to offshifts except where it is mutually arranged as described in Article 13:16. It is understood and agreed that employees may work permanent shifts, if requested by the employee; by mutual agreement.
- 13:18 Those employees working the 11:00 p.m. to 7:00 a.m. shift when the change from daylight to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked. The employee working the extra hour will receive the applicable overtime rate.
- 13:19 In the event that an employee is called in to work after having completed his or her regularly scheduled shift on that day shall receive time and one-half (1 ½) for all hours worked with a minimum of three hours for each such call in. It is understood that the provisions of Article 13:08 will not apply when an employee is called in as is provided under this Article.
- 13:20 Requests for time off and, paid holidays shall be granted on the basis of seniority and as scheduling permits.

#### **ARTICLE 14 - PAID HOLIDAYS**

- 14:01 The following shall be considered Paid Holidays:

New Year's Day  
 Good Friday  
 Easter Monday  
 Canada Day  
 Victoria Day  
 Civic Holiday

Labour Day  
 Thanksgiving Day  
 Armistice Day  
 Christmas Day  
 Boxing Day  
 Third Monday in February

- 14:02 (a) That an employee absent because of illness or non-compensable injury will receive a full days pay for each paid holiday which may occur within the 6 month period following absence from work. A full days pay means pay from all sources (re U.I.C. or L.T.D.) plus makeup to make 1 full day.

1 full days pay equals the regular hourly rate times 8 hours.

Excluded from the above are absences because of maternity leave, Workers' Compensation or approved leave of absence.

In order to qualify for a paid holiday an employee must work the scheduled shift preceding and immediately following the statutory holiday.

- (b) Part time employees not scheduled to work on a paid holiday will receive pay for the number of hours they would normally be scheduled to work.

- (c) Part time employees qualify for statutory holiday pay if they have worked on at least ten (10) days in two complete pay periods immediately preceding the statutory holiday.

- 14:03 Employees required to work on a Paid Holiday other than Thanksgiving Day, Christmas Day, and New Year's Day shall receive time and one half the employee's regular rate of pay for work performed on such holiday and in addition shall be entitled to a day off with pay within a period of 30 days before or after such Paid Holiday; such lieu day to be taken at a time mutually arranged between the Supervisor and the employee: Part time employees required to work on such holidays will be paid double-time and one-half for all hours worked.
- 14:04 Employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid double-time for all hours worked on those days and in addition shall be entitled to a day off with pay within a period of 30 days before or after such Paid Holiday; such lieu day to be taken at a time mutually arranged between the Supervisor and the employee. Part time employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid triple time for all hours worked on such holidays.
- 14:05 Employees will be guaranteed either Christmas Day or New Year's Day off unless at the employee's option both days may be worked.
- 14:06 Employees shall be allowed to accumulate 5 Paid Holidays in a calendar year. Employees must advise their immediate supervisor by January 15<sup>th</sup> in the year of their request to accumulate such Paid Holidays. The Employer may waive the January 15<sup>th</sup> date if an employee could not make such a request by January 15<sup>th</sup>.
- Employees who work Monday to Fridays shall be allowed to save one individual vacation day in order to schedule five consecutive days off at Christmas.
- 14:07 If one of the holidays occurs on the employee's regular day off, the employee will receive an extra day off with pay within 30 days before or after the holiday as may be mutually arranged.
- 14:08 If requested by the employee an employee will be scheduled off work for five consecutive days at Christmas or New Year's holidays, including eve day. The employee may request either Christmas or New Year's Day off, provided that if the Home schedule is not properly covered on either of such days, the employee who worked the particular holiday in the previous year shall be given preference.

#### ARTICLE 15 - SICK LEAVE

- 15:01 (a) Every employee shall be credited with one and one half days of sick leave for each month of service with the Employer.
- (b) An employee shall be granted up to two (2) paid personal days, to be deducted from the employee's accumulated sick bank. Paid personal days are to be scheduled no less than forty-eight (48) hours in advance and will not be allowed on a date where a prior request for time off has been denied, subject to the following: if there is an emergency and if by reason of said emergency the required notice is not given, such notice will be waived.



- 15:02 **An** employee shall not be credited with any days of sick leave until he or she has 2 months seniority; however, upon the completion of 2 months seniority, he or she shall be credited with 3 days of sick leave.
- 15:03 No sick leave shall be credited to an employee for any month in which he or she is absent from duty for more than 15 days for any reason other than vacation; in the case of sickness or accident for a period not to exceed one year.
- 15:04 **When** an employee has been employed for more than 3 years, the employer may allow him or her a sick leave of absence in excess of his or her accumulated days of sick leave credits of not more than 30 days at any one time; provided that the allowance for such sick leave absence shall be chargeable to and debited against future sick leave credits to which the employee may become entitled.
- 15:05 (a) When an employee is absent by reason of incapacity by reason of an accident occurring while on duty and an award is made by the Workers' Compensation Board in respect thereof, such employee shall be entitled to receive the difference between his or her regular pay and the amount of such award up to but not in excess of his or her accumulated sick leave days.
- (b) Pending receipt of payments from the Workers' Compensation Board, an employee shall upon request receive advances up to the amount of his normal earnings less income tax deductions, provided however, that the Employer in its discretion may limit such advances, up to but not in excess of his/her accumulated sick leave days.
- 15:06 While on sick leave, an employee shall receive his or her regular pay calculated on the basis of the applicable rate in effect during the sick leave of absence, up to but not in excess of his or her accumulated sick leave days.
- 15:07 **On** retirement, separation or death, an employee who has 5 or more years of seniority shall be entitled to an amount equal to his or her salary, wages or other remuneration for one half the number of sick leave days standing to his or her credit at the time of retirement, separation or death up to but not exceeding one half the employee's earnings at the Home in the preceding year.
- 15:08 An employee shall be provided with an annual statement of the sick leave days accumulated to his or her credit and such statement shall be signed by the Payroll Clerk or the Administrator of the Home and shall be given to the employee on or before April 30<sup>th</sup> of each year. **An** employee shall, upon request to their supervisor, be granted the opportunity to view his or her personal Card-Ex.
- 15:09 If an employee is sick and unable by reason thereof to come to work as scheduled, the employee shall give 2 hours notice of such inability in respect of any shift commencing after 12:30 p.m. and before 4:30 p.m. or after 10:30 p.m. and before 12:30 a.m., and in respect of any other shift at least 1 hour's notice shall be given; provided, however, that, if there is an emergency and if, by reason of the said emergency, the required notice is not given, such notice shall be waived.
- 15:10 In respect of any sick leave of absence of less than 5 days, the Employer may require an employee to submit a statement signed by the employee specifying the reason for absence, the name of any medical doctor the employee may have seen during the absence and permitting the Employer to verify any medical attendances during the leave.

15:11 If an employee has been absent on sick leave for 5 or more days, at the Employer's option, no pay shall be allowed (notwithstanding that the employee may have sick leave days to his or her credit) unless there is submitted to the Department Head a certificate signed by a duly qualified medical practitioner confirming the employee's inability to work by reason of sickness on the following basis:

Immediately upon returning to work or by the last day of the pay period in which the absence commenced, whichever occurs first.

15:12 Effective September 1, 1981 current sick leave banks shall be frozen and be used for short term illness with any balance being paid on termination to the respective employee in accordance with present policy.

15:13 Effective September 1, 1981 employees shall continue to accumulate 1 ½ days sick leave gratuity per month, with no maximum, such sick leave to be used for sick leave purposes only, with no lump sick leave gratuity payment on termination of employment.

15:14 The parties agree that the existing practice in respect of annual medical shall continue. It is understood that if the Ministry of Health withdraws its current waiver in respect of such examinations, the employees would thereafter be required to comply with the law.

Where the Employer specifically requests an employee undergo a medical examination, or obtain a medical certification, then the Employer will be responsible for the costs of the medical practitioner involved in such examination, or certification.

15.15 The Union supports Management effort to improve employee attendance.

#### **ARTICLE 16 - VACATIONS**

16:01 For the purpose of computing vacation entitlement the day January 1<sup>st</sup> in each year will be used.

16:02 Employees with 6 months but less than 1 year of service as at January 1<sup>st</sup> in any year will be granted 1 week of vacation with pay or 4% of his or her salary whichever is the greater.

16:03 Employees with 1 year but less than 2 years of service as at January 1<sup>st</sup> in any year will be granted 2 weeks of vacation with pay or 4 % of his or her salary, whichever is the greater.

16:04 Employees with 2 or more years but less than 7 years of service as at January 1<sup>st</sup> in any year will be granted 3 weeks of vacation with pay.

16:05 Employees with 7 or more years of service but less than 13 years of service as at January 1<sup>st</sup> in any year will be granted 4 weeks of vacation with pay.

16:06 Employees with 13 or more years of service as at January 1<sup>st</sup> in any year will be granted 5 weeks of vacation with pay.

16:07 (a) As of January 1, 2000 employees will receive one day per year starting at 20 years service until the total of their vacation reaches six weeks.

- (b) Employees with 25 years or more of service as at January 1<sup>st</sup> in any year will be granted 6 weeks of vacation with pay.
- 16:08 Vacations shall be taken between April 1<sup>st</sup> and October 31<sup>st</sup> in each year; however, employees wishing to take their vacation at another time may request an alternative period from their immediate supervisor and the immediate supervisor may grant such request taking ~~into~~ consideration the scheduling and staffing of the employees in the Home.
- 16:09 If a Paid Holiday falls during an employee's vacation it will be added to the vacation.
- 16:10 On written request to the Administrator of the Home made at least 2 weeks prior to the commencement of an employee's vacation, a vacation pay advance covering the period of the employee's vacation may be obtained on the pay day prior to the commencement of the vacation.
- Vacation pay for part time employees will be paid out no later than February 15<sup>th</sup> of each year.
- 16:11 All vacation entitlement is to be taken unbroken, except as otherwise mutually arranged, and providing such request can be granted taking into consideration of the scheduling and staffing and proper patient care in the Home.
- 16:12 Leaves of absence will not be permitted to extend vacation entitlement time unless in extenuating circumstances and only if schedules can provide for the extension.
- 16:13 Vacation lists must be posted by January 15<sup>th</sup> and come down February 15<sup>th</sup>. The immediate supervisor will post the summer vacation dates by March 31<sup>st</sup>. Where two or more employees request the same vacation period, seniority will be used as the determining factor. If any employee does not apply within posting period, they shall not use their seniority to claim a vacation period of their preference.
- 16:14 Notwithstanding the provisions of Article 16:13 vacation requests made by full time employees will be considered prior to those of part time employees.
- 16:15 (a) **An** employee who becomes ill or is injured while on vacation, and if such injury or illness is so severe that hospitalization and or hospital out-patient services are required, then that employee shall have the right to terminate vacation for the period of recuperation. The unused portion of the vacation entitlement may then be rescheduled at a mutually agreeable time at a later date. Verification of the services received shall be provided to the employer. If a medical note is required the Employer shall be responsible for payment for the note.
- It is further understood that in the event that the employee is discharged from hospital prior to the expiry of the scheduled vacation period, vacation will be resumed, unless the employee is so ill or disabled that a period of recovery (recuperation) is medically prescribed by a physician. In the latter event the employee would so advise the Employer and return to work when sufficiently recovered.
- (b) An employee who is absent from work due to a work related injury shall have the right to postpone a scheduled vacation until sometime following return to work.
- (c) Employees who are absent from work due to the circumstances in either (a) or (b) above,

may reschedule the unused vacation at a time mutually agreed provided that:

- i) they do not conflict with already scheduled vacations of other employees;
- ii) they are scheduled and taken before December in the same calendar year; and
- iii) the vacation can be rescheduled in accordance with Article 16:13.

#### ARTICLE 17 • LEAVE OF ABSENCE

17:01 Leave of absence without pay for legitimate personal reasons may be granted by the Administrator of the Home.

17:02 (i) **The** Employer shall grant not more than a total of fifty (50) days leave of absence without pay in each calendar year to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Home.

In requesting such leaves of absence, the Union must give twelve (12) days clear notice to the Employer, to be confirmed by **the** Union in writing.

(ii) Upon application by **the** Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the department may be on such leave at the same time. Such leave if granted shall be for a period of one (1) calendar year (in the case of the Union President two (2) calendar years) from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave. It will become the responsibility of the employee ~~for~~ full payment of any applicable benefits in which the employee is participating during such leave of absence providing the carrier will permit such coverage.

17:03 Employees on Union Leave of Absence will be paid for such leave by the employer. **The** Employer will then forward a statement of such wages to the Local 302 Union Office for reimbursement of the stated amount. If the leave is for more than one month, the Health and Welfare benefit premiums will be included in the billing.

17:04 Educational Leave

(a) Where employees are required by the Employer, and approved in writing, to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full **cost** associated with the courses.

(b) If required by the Employer and approved in writing, an employee shall be entitled to a leave of absence, with pay, and without loss of seniority and benefits, to write examinations to upgrade his or her employment qualifications.

#### **ARTICLE 18 - HEALTH AND WELFARE**

- 18.01 The Employer agrees to pay 100% of the billing rate of the Ontario Health Insurance Plan (O.H.I.P.).
- 18.02 The Employer agrees to pay 50% of the contributions required to the OMERS plan in respect of pensions for employees.
- 18.03 The Employer agrees to pay 100% of the premium for the Extended Health Care Plan covering drugs (with a \$9.00 cap on dispensing fees), semi-private hospital room and glasses (Vision Care - \$250.00 of which \$100.00 is self-insured by the Employer, every twenty-four (24) months) or any plan introduced to replace such Plan during the term of this Collective Agreement, which plan shall not be less favourable to the employees. The vision benefit may be applied once to laser eye surgery.
- 18.04 The Employer will pay 90% of premiums for a Dental Plan with no deductible for all employees, using the current Ontario Dental Association (O.D.A.) Schedule of Fees and with a provision for a nine (9) month recall period for all covered persons eighteen (18) years of age or over.
- 18.05 The Employer agrees to pay 100% of premiums for Group Life Insurance. Such coverage is to be equal to one and one-half times the annual salary of the employee.
- Employees who take early retirement shall have the option of maintaining their life insurance benefit until age 65, if the employee agrees to pay 100% of the premiums quarterly in advance.
- Employees age 60 to 65, offered early retirement by the Employer, may maintain their health and dental benefits until age sixty-five with the employee paying 50% of the premiums quarterly in advance.
- 18.06 The Employer agrees to pay 100% of a long term disability plan which includes the following:
- 66 2/3% of monthly earnings to a maximum benefit of \$4,000.00
  - benefit is integrated with CPP and Workers' Compensation
  - benefit commences after 17 weeks and will continue until age 65 or until an employee is back to work, (for detailed description of the plan refer to the Group Life Insurance Benefits booklet).
- 18.07 It is understood that the Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not decreased. Before making such substitution, the Employer shall notify the Union Committee Members, to explain the proposed change(s) and to ascertain the views of the employees. The Employer will provide copies of all benefit/insurance policies contracted for and in effect for employees covered herein to the Union.
- 18.08 (a) It is agreed that the Employer will maintain an employee's Health and Welfare program for 1 month while the employee is on leave of absence for any reason including illness and thereafter will continue to maintain the program with the employee repaying the Employer for the 2<sup>nd</sup> and succeeding months.

- (b) The Employer will continue the benefits as herein provided, relating to Sick Leave and the Health and Welfare program, while an employee is:
  - i) Receiving Worker's Compensation  
Employees will cease to accrue vacation entitlement after one year of absence while receiving Worker's Compensation; and
  - ii) Employees qualifying for Worker's Compensation coverage shall be continued on the employment rolls of the Employer and shall not have their employment terminated.

18.09 Any employee may request a copy of Form 7 reporting an injury to himself or herself, which has been submitted by the Employer to the Workplace Safety and Insurance Board.

#### **ARTICLE 19 - UNIFORMS**

19:01 The Employer shall supply standard uniforms to those personnel who are required to wear uniforms and who wish to wear the supplied items, Replacement uniforms will be supplied on the following basis:

- (a) Worn uniforms (actual uniforms issued) shall be brought in to the Employer when a request for a replacement is made; and
- (b) At the termination of employment, the outstanding uniform shall be returned to the Employer or the Employer shall deduct the original cost of the uniform from the employees final pay cheque.

19:02 One smock shall be supplied for the use of employees who work in the office.

19:03 If and when required by the Employer to wear safety shoes, such employees will be paid \$50.00 annually as a shoe allowance.

#### **ARTICLE 20 - MEALS**

20:01 The Employer will provide meals to employees at a cost of \$3.00 per meal.

#### **ARTICLE 21 - RETIREMENT AGE:**

21:01 It is understood and agreed that the retirement age for all employees shall be the age of 65 years.

#### **ARTICLE 22 - COMPASSIONATE LEAVE**

- 22:01 **An** employee **shall** be granted a compassionate leave of absence of three consecutively scheduled work days with pay upon application to the Employer in the event of a death of a member of the employee's immediate family. The term **immediate** family shall mean, parents, step-parents, spouse, common law **spouse**, child, **step-child**, brother, sister, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law and son-in-law.
- 22:02 It is understood and agreed that a bereaved employee may request and be granted additional time off without pay for the purpose of travel and or other matters related to the estate of the deceased.

#### **ARTICLE 23 - SALARIES AND PREMIUMS**

- 23:01 Attached hereto and forming part of this Collective Agreement is Schedule "A" which sets out the classifications of and salaries to be paid to employees.
- 23:02 Employees working the afternoon shift or the night shift prior to a normal pay day shall be paid on the completion of such shift.
- 23:03 **An** employee will be paid a shift premium of 55 cents per hour for each hour worked when the majority of such hours that are worked falls between 1500 and 0800 hours the following day.
- Effective January 1, 2005 a weekend shift premium of \$0.25 per hour worked **between** 11:00pm Friday and 11:00pm Sunday will be paid.
- 23:04 A premium of \$0.15 per hour will be maintained for employees who as of September 1, 1995 possessed a Health Care Aide Certificate but were employed in a classification other than Health Care Aide. **The** further application of this premium is discontinued **as** of this date and employees will be paid solely according to the rate in Schedule A for the classification that they occupy.

#### **ARTICLE 24 - BULLETIN BOARD**

- 24:01 The Employer will provide at a location in the Home designated by the Employer a bulletin board for the exclusive **use** of the Union on which bulletin board the Union may post notices having to do with its official business only, and on which the Employer shall post the seniority lists.
- The employer agrees to allow two bulletin boards, one for each floor in the new building, should there be **two floors**.

## ARTICLE 25 - VACANCY POSTING

- 25:01 It is mutually agreed that notices of vacancies relating to jobs within the scope of the bargaining unit, shall be posted immediately when a new position is created or, no later than twenty-eight (28) days prior to the date of a known termination. Where notice of termination is less than twenty-eight (28) days, the vacancy will be posted within forty-eight hours of such notice being received. The notice of vacancy shall be posted on the Union Bulletin Board for a period of five (5) days. It is understood that Paid Holidays will not be included in the aforementioned time limits. A notice of vacancy shall include a statement of the qualifications for the job and the wages paid. It is understood that with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting. The Employer may fill such vacancy on completion of the job posting procedure.
- 25:02 Employees shall have the right to bid during such five (5) calendar day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and ability to perform the work required. The successful applicant will be notified within five (5) business days upon completion of the job posting procedure.
- 25:03 If no applications to fill such vacancy or new job created are received from employees, then the Employer may fill the vacancy or new job created in any manner it sees fit.
- 25:04 Copies of all job postings shall be submitted to the Chairperson of the Union Committee.
- 25:05 When job postings occur, only qualified applicants will be eligible. Should there be no qualified applicants, employees presently taking courses in order to become qualified for a position will be considered at the Employer's discretion where a minimum of 75% of the courses have been completed and the employee agrees to continue the courses until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.

Should there be a dispute as to whether an employee is qualified it may be arbitrated in accordance with Article 11 of the Collective Agreement.

## TA P I EA

### Pregnancy Leave

- 26:01 (a) Pregnancy leave shall be granted as a right in accordance with the Employment Standards Act and Regulations as they existed on March 31, 2000 and shall be minimum requirements incorporated within this Collective Agreement.



- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Homes' Supplemental Unemployment benefit (SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment waiting period, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy 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.
- (c) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications, together with her expected date of return. At such time she shall also furnish the Employer with a certificate of a legally qualified medical practitioner stating the estimated date of birth.
- If pregnancy related complications force the employee to stop work before she has arranged her leave, the employee shall have two (2) weeks from that date to give the Employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.
- (d) The employee may take up to seventeen (17) weeks pregnancy leave. If the employee wishes, she may extend her leave beyond 17 weeks under the parental leave provisions of this Agreement for up to thirty-five (35) additional weeks. The total leave shall not be greater than fifty-two (52) weeks.
- (e) Credit for service for the purpose of salary increment, vacation and sick leave shall continue and seniority shall accumulate during the entire length of leave.
- (1) During pregnancy or parental leave an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
  - (2) For the purpose of subsection (1) the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
  - (3) During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (f) The employee shall give at least two (2) weeks written notice of her intention to return to work or her intention to extend her pregnancy/parental leave beyond the dates outlined in (c).

The employee shall give the Employer four (4) weeks written notice if she wishes to return to work at an earlier date than outlined in (c).

The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee when the operations resume, in accordance with the Employer's seniority system or practice, if any.

The Employer shall pay a reinstated employee wages that are at least equal to the greater of:

- (a) the wages the employee was most recently paid by the Employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.

#### Parental and Adoption Leave

**26:02 (a)** Parental leave will be granted in accordance with the Employment Standards Act and Regulations as they existed on March 31, 2000 and shall be minimum requirements incorporated within this Collective Agreement.

A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
- (c) The employee shall give written notification at least **two (2)** weeks prior to the commencement of the leave, together with the expected date of return.
- (d) Either parent or both parents may each take a maximum of thirty-five (35) weeks unpaid parental leave. If the parent did not take pregnancy leave, they are entitled to thirty-seven (37) weeks.
- (e) Credit for seniority for the purposes of salary increment, vacation and sick leave shall continue and seniority will accumulate during the entire length of leave.

The Employer will continue to pay the Employer's share of benefits (i. e. pension, health and welfare) during the employee's leave.

- (f) The employee shall give at least **two (2)** weeks written notice of their intention to return to work or their intention to extend their parental leave beyond the dates outlined in (c).

The employee shall give the Employer four (4) weeks written notice if the employee wishes to return to work at an earlier date than outlined in (c).

- 26:03 In the event the Employment Standards Act and Regulations are amended to provide a greater right, benefit, term or condition to an 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.

#### **ARTICLE 27 - PART TIME BARGAINING UNIT EMPLOYEES**

- 27:01 All provisions of this Collective Agreement shall apply to part time bargaining unit employees except for the following Articles which do not apply to part time bargaining unit employees:
- (a) Articles 15, 16, 17 and 18.
- 27:02 For part time bargaining unit employees overtime shall be paid for all hours worked in excess of the normal daily scheduled shift or for all hours worked in excess of 40 hours per calendar week.
- 27:03 Part time bargaining unit employees will be paid the same hourly rate as full time employees in the same classification plus 13% in lieu of certain benefits.
- 27:04 Part time employees shall have the same vacation entitlement as full time employees, so that part time employees' vacation pay shall be based on the formula of one week vacation time equals 2% of earnings vacation pay allowance based on years of employment.
- 27:05 Split shift shall not be scheduled for part time bargaining unit employees.
- 27:06 The vacation pay of 4%, 6%, 8% and 10% of salary as noted in Article 27:04 is in addition to the Benefits Allowance as set out in Article 27:03.
- 27:07 (a) The Employer shall endeavour to schedule and call-in part time bargaining unit employees for available work equitably over a pay period.
- (b) Part time employees will be scheduled off at least one (1) weekend per timetable unless otherwise mutually agreed on.
- (c) The Employer shall endeavour to schedule paid holidays for part time employees equitably over the yearly period commencing February 1.
- (d) Part time employees who have indicated that they are available for work on weekends only, shall not be scheduled or called in except when all other part time employees in the classification are unavailable. Weekends shall be defined as those hours between Friday at 11:00 p.m. and Sunday at 11:00 p.m.
- 27:08 **Any** employee who is called into work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift provided they have worked a minimum of (6) hours.

27:09 The term casual employee means employees in the bargaining unit employed for the summer vacation period as defined in Article 16:08. These employees shall be treated in accordance with the terms and conditions of the Collective Agreement except that by the end of the summer vacation period defined in Article 16:08, these employees shall be terminated and not subject to the layoff and recall provisions under the Collective Agreement.

#### **ARTICLE 28 - TERMINATION OF AGREEMENT**

28:01 The Collective Agreement shall become effective on the 1<sup>st</sup> day of January, 2003 and shall continue in force until the 31<sup>st</sup> day of December 2005.

28:02 Notice of desire to terminate or amend this Collective Agreement shall be given by either party to the other in writing not more than 4 months prior to its expiry date and negotiations with respect thereto shall begin within 15 days after filing a notice as aforesaid.

#### **ARTICLE 29 - RETROACTIVITY**

29:01 The increases to the wages shall be effective January 1, 2003 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any employees who have since ceased to be employees shall have a period of **sixty** (60) days only from the date of the execution of the collective agreement in which to claim from the Employer any adjustment to their remuneration. Any new employee hired shall be entitled to a pro rata adjustment to their remuneration **from** the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union Office) at their last **known** address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment.

29:02 All retroactive payments made to each employee will include an itemized statement and be made within 45 days of ratification by both parties for all present employees.

#### **A WI**

30:01 **An** employee serving as a Juror or who has been subpoenaed as a witness will receive the difference between his jury or witness pay and his regular pay for the lost time while serving in one of these capacities, providing the subpoena **is** presented to the Administrator.

#### **ARTICLE 31 - CLASSIFICATION ADJUSTMENT**

31:01 When a new classification is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the parties.

31:02 If the parties are unable to agree on the rate **of** pay, such a dispute shall be submitted to arbitration for final determination. The new rate shall be retroactive to the time the position was first filled by the employee.

31:03 **An** employee transferring to a new position shall be paid

- (a) If a higher rated classification, the starting rate for that classification, or their current rate, whichever is greater.
- (b) If a lower rated classification, their current rate, or the top rate for the lower classification, whichever is the lesser.

#### **ARTICLE 32 - JOB SECURITY**

32:01 Effective June 19, 1985, the Employer shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees, other than casual or part time employees follows, except for laundry services..

32:02 The contracting out to an Employer, or successor employers, who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

32:03 The Home will give the Union and its employees six months notice of contracting out the laundry services. During this period employees affected will be given preference over other employees in the bargaining unit for vacant positions not being promotions and provided the employee possesses the necessary skill and qualifications to do the required work. When the layoff is required, the employees so affected may exercise their seniority rights in accordance with the provisions of the collective agreement. The benefits paid to such employees under the agreement shall be continued by the Employer for a period of six months following the layoff. Such employees shall retain their right of recall for vacancies in the bargaining unit for a period of one year from the day of layoff.

32:04 **The** Employer undertakes to notify the Union in advance **so** far as practical, of any technological change which the Employer has decided to introduce, which will significantly change the status of employees within **the** bargaining unit. **The Employer** agrees to discuss with the Union the affect of such technological changes **on** the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, on employees concerned.

32:05 Employees with **one** or **more** years of continuous service who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

#### **ARTICLE 33 - OCCUPATIONAL HEALTH AND SAFETY ACT**

33:01 It is agreed that the parties will comply with the requirements of the Occupational Health and Safety Act and will establish a Health and Safety **Committee** as required by the Act.

- 33.02 **The** Employer and the Union recognize that only through collective efforts and cooperation can an effective Health and Safety Program be realized. Such program will recognize the employees right to standards of safety and health in the workplace as evidenced by the attached Memorandum of Agreement dated July 22, 1999.
- 33.03 A National CAW Health and Safety Representative may be invited by the Committee to attend joint health and safety meetings.
- 33.04 **The** Union agrees to endeavour to obtain **the** full co-operation of its membership in the observation of all safety **rules** and practices.
- 33.05 Where the Employer requires the wearing of protective equipment or clothing, such equipment or clothing shall **be** provided except as **in** Article 19.
- 33.06 Where there is a complaint or involvement of a union member regarding abusive or threatening behaviour from family or residents, that member shall follow the procedures in the current Strathmore Lodge Administrative Manual dated November 13, 1995 and December 5, 1995 or as revised (after consultation with the Union). **These** policies will be attached to the Collective Agreement and will include any attachments.

#### **ARTICLE 34 - PAID IN-SERVICES**

- 34.01 It is agreed that when new equipment is acquired, employees will receive proper instruction on the safe and efficient operation of such new equipment. Such instruction will normally take place on-the-job. Where it is not possible to do so, the employees will be **required** to attend special in-service training which will be paid at straight time rates for the time necessary to complete training.
- 34.02 Where attendance at in-services **is** mandatory, employees will be paid at their regular hourly rate.

#### **ARTICLE 35 - TEMPORARY FILLING OF VACANCIES (FULL TIME)**

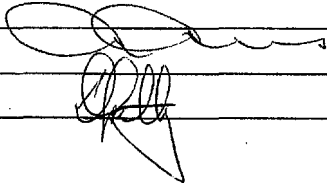
- 35.01 When a full time employee is going to be absent for any reason other than vacation, for a period expected to last longer than four (4) **weeks**, such positions shall **be** posted as per Article 25 of the Collective Agreement and will include the expected duration of the vacancy.
- 35.02 Only applicants who are part **time** and from within the **Department** who are qualified and capable to perform the work, will be considered.
- 35.03 (a) After two (2) years from the filling of the position, it shall be **reposted** as a permanent full time position.
- (b) If the position has been filled in accordance with 35.03 (a), the provisions of Article 12.02 (e)@ shall govern the return to **full** time active duty of the original incumbent.
- 35.04 **In** the event a position is not to be filled, the Union will be provided with reasons and may make representation.

- 35.05 It is understood that part time employees who assume such vacant positions shall remain in the bargaining unit and shall be covered by the terms of the Collective Agreement including the percentage in lieu of all benefits payment.
- 35.06 It is understood that seniority will accumulate in the normal manner during the temporary period of replacement,
- 35.07 Employees in temporary positions are ineligible to apply for another temporary posting which commences prior to the expiration of the posting they are employed in.

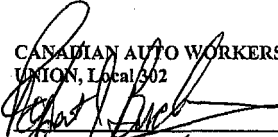


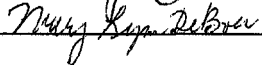
IN WITNESS THEREOF the parties have hereunder set their hands and seals this 6 day of

November 2003

THE CORPORATION OF THE COUNTY  
OF MIDDLESEX (STRATHMERE LODGE)

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

CANADIAN AUTO WORKERS  
UNION, Local 602

  
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**SCHEDULE "A"**  
**WAGE RATES**

| <b>Classification</b>                            | <b>Effective Date</b> | <b>Start</b> | <b>Year 1</b> | <b>Year 2</b> |
|--|-----------------------|--------------|---------------|---------------|
| Registered Practical Nurse<br>Tradesperson       | September 1, 2002     | 18.65        | 18.93         | 19.09         |
|  | January 1, 2003       | 19.21        | 19.50         | 19.66         |
|  | January 1, 2004       | 19.74        | 20.03         | 20.20         |
|  | January 1, 2005       | 20.33        | 20.64         | 20.81         |
| Adjuvant<br>Health Care Aide                     | September 1, 2002     | 17.09        | 17.34         | 17.50         |
|  | January 1, 2003       | 17.60        | 17.86         | 18.03         |
|  | January 1, 2004       | 18.09        | 18.35         | 18.52         |
|  | January 1, 2005       | 18.63        | 18.90         | 19.08         |
| Nursing Assistant<br>Orderly<br>Payroll Clerk II | September 1, 2002     | 16.91        | 17.17         | 17.35         |
|  | January 1, 2003       | 17.42        | 17.69         | 17.87         |
|  | January 1, 2004       | 17.90        | 18.17         | 18.36         |
|  | January 1, 2005       | 18.43        | 18.72         | 18.91         |
| Cook   | September 1, 2002     | 16.98        | 17.17         | 17.33         |
|  | January 1, 2003       | 17.49        | 17.69         | 17.85         |
|  | January 1, 2004       | 17.97        | 18.17         | 18.34         |
|  | January 1, 2005       | 18.51        | 18.72         | 18.89         |
| Ward Clerk<br>Accounts Clerk                     | September 1, 2002     | 17.03        | 17.23         | 17.32         |
|  | January 1, 2003       | 17.54        | 17.75         | 17.84         |
|  | January 1, 2004       | 18.02        | 18.23         | 18.33         |
|  | January 1, 2005       | 18.56        | 18.78         | 18.88         |
| Maintenance                                      | September 1, 2002     | 16.65        | 16.93         | 17.06         |
|  | January 1, 2003       | 17.15        | 17.44         | 17.57         |
|  | January 1, 2004       | 17.62        | 17.92         | 18.06         |
|  | January 1, 2005       | 18.15        | 18.45         | 18.60         |
| Receptionist                                     | September 1, 2002     | 16.76        | 16.93         | 17.06         |
|  | January 1, 2003       | 17.26        | 17.44         | 17.57         |
|  | January 1, 2004       | 17.74        | 17.92         | 18.06         |
|  | January 1, 2005       | 18.27        | 18.45         | 18.60         |
| Lead Laundry                                     | September 1, 2002     | 16.32        | 16.59         | 16.76         |
|  | January 1, 2003       | 16.81        | 17.09         | 17.26         |
|  | January 1, 2004       | 17.27        | 17.56         | 17.74         |
|  | January 1, 2005       | 17.79        | 18.08         | 18.27         |
| Stock Keeper<br>Laundry Washer                   | September 1, 2002     | 16.22        | 16.40         | 16.59         |
|  | January 1, 2003       | 16.71        | 16.89         | 17.09         |
|  | January 1, 2004       | 17.17        | 17.36         | 17.56         |
|  | January 1, 2005       | 17.68        | 17.88         | 18.08         |



SCHEDULE " A  
WAGE RATES

| Classification                | Effective Date    | Start | Year 1 | Year2 |
|-------------------------------|-------------------|-------|--------|-------|
| Laundry Worker                | September 1, 2002 | 16.29 | 16.45  | 16.59 |
|                               | January 1, 2003   | 16.76 | 16.94  | 17.09 |
|                               | January 1, 2004   | 17.24 | 17.41  | 17.56 |
|                               | January 1, 2005   | 17.76 | 17.93  | 18.08 |
| Seamstress/Housekeeper        | September 1, 2002 | 16.26 | 16.47  | 16.59 |
|                               | January 1, 2003   | 16.77 | 16.96  | 17.09 |
|                               | January 1, 2004   | 17.23 | 17.43  | 17.56 |
|                               | January 1, 2005   | 17.75 | 17.95  | 18.08 |
| Payroll Clerk I               | September 1, 2002 | 15.66 | 16.04  | 16.20 |
|                               | January 1, 2003   | 16.34 | 16.52  | 16.69 |
|                               | January 1, 2004   | 16.79 | 16.98  | 17.14 |
|                               | January 1, 2005   | 17.29 | 17.48  | 17.66 |
| Resident Helper               | September 1, 2002 | 15.63 | 15.82  | 15.90 |
|                               | January 1, 2003   | 16.10 | 16.29  | 16.38 |
|                               | January 1, 2004   | 16.54 | 16.74  | 16.83 |
|                               | January 1, 2005   | 17.04 | 17.24  | 17.33 |
| Kitchen Worker<br>Housekeeper | September 1, 2002 | 15.57 | 15.74  | 15.82 |
|                               | January 1, 2003   | 16.04 | 16.21  | 16.29 |
|                               | January 1, 2004   | 16.48 | 16.66  | 16.74 |
|                               | January 1, 2005   | 16.97 | 17.16  | 17.24 |

"Note: The Parties recognize the following classifications:

- (e) Worker/Washer
- (f) Worker/Washer/Maintenance
- (g) Seamstress/Laundry/Resident Helper

It is agreed the **employee** hired in the above noted classifications will be paid the rate of ~~the~~ classification they are working in.

**MEMORANDUM OF UNDERSTANDING**  
between  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**(STRATHMERE LODGE)**  
-and-  
**CANADIAN AUTO WORKERS UNION**  
**LOCAL 302**

**DISCIPLINARY ACTION - VIOLENCE AGAINST WOMEN**

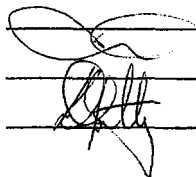
The Employer and the Union note the rising incidence of violence or abuse, notably violence against women outside of the workplace, and how this may affect the employee's attendance or performance at work.

The Employer agrees that where there is verification **from** recognized professionals (doctor, lawyer, professional councillor, etc.) provided to the Employer, an employee who **is** subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information **will** be treated in a confidential manner by the Employer and the Union **unless** required by law to be produced.

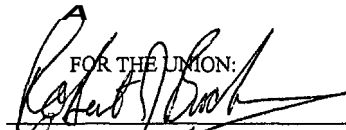
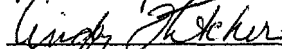

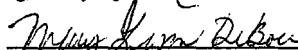
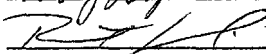
It is further agreed that should an employee be absent **from** work **as** a result of **abuse** or violence and provides adequate verification **from** recognized professionals, she will receive pay **from** the first day of absence for a period not to exceed four weeks.

Signed at London this 6 day of November, 2003.

**FOR THE CORPORATION:**

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**FOR THE UNION:**

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**MEMORANDUM OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE COUNTY OF MIDDLESEX  
(STRATHMERE LODGE)**

-and-

**CANADIAN AUTO WORKERS UNION  
Local 302**

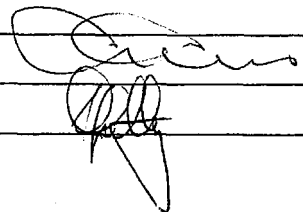
This memorandum is intended to be appended to Article 33, regarding Health and Safety, of the Collective Agreement.

1. The Employer and the Union recognize that only through collective efforts and cooperation can an effective Health and Safety program be realized. Such program will recognize the employees right to standards of safety and health in the workplace.
2. It is the responsibility of the Employer to ensure processes are in place which will enable free and open exchanges of ideas and information on health and safety.
3. It is agreed that a Health and Safety Committee, composed of at least fifty percent (50%) labour representation, with a minimum of two (2) selected or appointed by Local 302, shall be the primary vehicle through which health and safety issues in the workplace are dealt. The Health and Safety Committee will be respected and supported by both parties.
4. Meetings of the Joint Health and Safety Committee shall be held monthly as members are available, but as a minimum, at least every second month.
5. Minutes shall be taken of all meetings and copies will be sent to the Employer and the Union Chairperson and posted on the health and safety notice board.
6. The parties agree that the Committee shall have terms of reference, the contents of which shall be approved by the Committee.
7. The parties agree that time spent in committee work will be considered an important part of the workers' job, and all time spent in committee activities, including prescribed preparation time, shall be paid at the applicable hourly rate.
8. One (1) employee representative will participate in worker certification training. In addition, worker and management training requirements will be based on the recommendations of the Committee to the Employer.

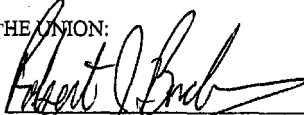

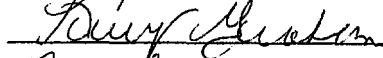
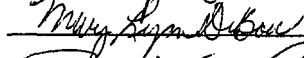
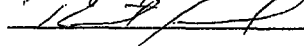
9. The Committee shall identify potential hazards, suggest means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The Employer will respond in *writing* within the time limitations as outlined in the legislation to any formal recommendation of the Joint Health and Safety Committee.

Dated at Strathroy this 6 day of November, 2003.

FOR THE CORPORATION:

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FOR THE UNION:

  
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**MEMORANDUM OF UNDERSTANDING**  
between  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
(STRATHMERE LODGE)  
-and-  
**CANADIAN AUTO WORKERS UNION**  
Local 302

**VOLUNTARY RECOGNITION AND LABOUR ADJUSTMENT PROGRAM AGREEMENT**

The Employer agrees to recognize the CAW as the bargaining agent and the Collective Agreement in the event the Home moves to a new site or sites.

In the event the Employer moves to a new site the parties agree to sit down at least six months in advance and negotiate a Labour Adjustment Program (LAP).

The Labour Adjustment Program recognizes that staffing levels, scheduling and hours of work may be changed, increased or reduced and for that reason the LAP will include but not be limited to the above items.

In the event the new facility(s) are not completed during the life of this contract, the parties agree it will automatically be renewed.

Dated at Strathroy this 6 day of November, 2003.

**FOR THE CORPORATION.**

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**FOR THE UNION:**

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**MEMORANDUM OF UNDERSTANDING**  
between  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
**(STRATHMERE LODGE)**  
-and-  
**CANADIAN AUTO WORKERS UNION**  
**Local 302**

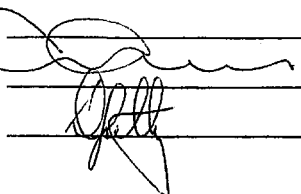
**RETURN TO WORK**

The parties will meet and negotiate a return to work policy which will be referenced in the Collective Agreement and be modeled after both the employer's policy dated May 9, 2002 and the Union's proposal dated December 3, 2002.


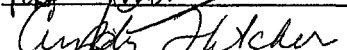
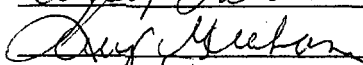

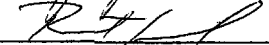
This will be completed within six months unless mutually agreed otherwise at which time if there is no agreement reached it will be brought back to the negotiating table.

Dated at Strathroy this 6 day of November, 2003.

FOR THE CORPORATION:

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FOR THE UNION:

  
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**MEMORANDUM OF UNDERSTANDING**  
between  
**THE CORPORATION OF THE COUNTY OF MIDDLESEX**  
(STRATHMERE LODGE)  
-and-  
**CANADIAN AUTO WORKERS UNION**  
Local 302

1. **DAY OF MOURNING**

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

2. **O. L. R. B.**

The parties agree that the schedules of Gough and DeBoer are re-instated and that all other matters arising from the November 6, 2002 decision of the Ontario Labour Relations Board (file # 1107-01-U) are determined to be resolved.

3. **PAID EDUCATION LEAVE**

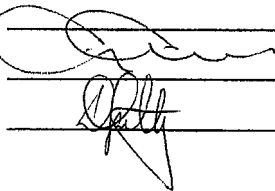
Strathmere Lodge will pay to the CAW an amount of \$500.00 in each year of the Agreement to go to an account to be used for paid education leave.

4. **ARTICLE 12**


The parties agree to meet during the implementation of the memorandum of settlement to number the articles in the Collective Agreement in an orderly manner.

Dated at Strathroy this 6 day of November, 2003.

FOR THE CORPORATION:

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FOR THE UNION:

  
\_\_\_\_\_  
Angie Fletcher  
\_\_\_\_\_  
Kary Stelman  
\_\_\_\_\_  
Mary Lynn DeBoer  
\_\_\_\_\_  
R/P

ADMINISTRATIVE MANUAL

DEVELOPED: December 5, 1995

NUMBER:

REVISED: April 12, 1996

APPROVED BY:



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RESIDENT ABUSE BY STAFF

POLICY:

Strathmere Lodge is committed to protecting its residents from abuse both physical and emotional. All our residents have the right to be treated with dignity and respect by our staff. Abuse is defined as any action by a person which causes harm to another person.

PROCEDURE -

1. An incident form shall be completed by any staff member when knowledge of abuse comes to their attention. Failure to report places the individual in a position of complicity with the act of abuse. It is essential that records be legible, concise and factual.
2. The responsible person to whom an alleged instance of abuse is reported shall take whatever action is necessary to prevent the resident from encountering serious risk or harm.
3. Investigation by the police of any type of resident abuse is initiated upon a report of the offence by anyone. Police may lay charges against the abuser if the victim lodges a complaint or if a resident is unable to lodge a complaint due to cognitive impairment, the police may proceed on the basis of a witness.
4. The immediate supervisor is to be notified immediately and an investigation begun no later than 3 days following incident. Where appropriate an Unusual Incident Report will be completed and filed with the Ministry of Health.

ADMAREAB



5. In instances of alleged physical, emotional abuse or neglect, the investigation shall be conducted by the Director of Care or designate.  
In instances of alleged financial abuse, the investigation shall be conducted by the Assistant Administrator.
6. When physical injury is suspected the attending physician should be notified immediately so that the resident can be examined
7. A decision to inform the resident's next of kin should be made by the Director of Resident Care.
8. The initial findings of the supervisor is to be reported to the D.R.C. The Administrator shall be kept advised of all developments in the investigation.
9. After a thorough investigation, the employee should be notified in writing of the action to be taken by Strathmere Lodge.
10. A staff member may be suspended indefinitely without pay pursuant to further investigation if the preliminary investigation indicates they have committed abuse.

NOTE: Professional misconduct such as resident abuse, either verbally or physically by an R.N. or RPN is reportable to the College of Nurses of Ontario.

11. Discipline may vary according to the severity of the offence. Repeated offences can result in a more severe disciplinary action with each repeated offence.
12. Annual inservices will be held to educate staff on abuse issues.

ADMINISTRATIVE MANUAL

DEVELOPED: NOVEMBER 6, 1995  
REVISED : NOVEMBER 13, 1995  
REVISED : DECEMBER 5, 1995

NUMBER

APPROVED BY:



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STAFF ABUSE BY RESIDENT

POLICY

Strathmere Lodge is committed to protecting its staff from abuse both physical and emotional. All our staff have the right to be treated with dignity and respect by our residents.

PROCEDURE

1. Staff will be warned of aggressive residents. An orange triangle at the end of the resident's bed denotes the potential for aggressive behaviour by that resident.
2. An orange door flag will denote the potential for aggressive behaviour by a resident in that room.
3. Resident Care Plans will instruct staff not to enter the room alone if a resident is physically aggressive.
4. Staff are instructed to leave a physically resistive, verbally or physically aggressive resident. The staff shall return to give care when that resident has calmed down. (Be sure the resident is safe while you are away).
5. Staff will use any additional methods necessary to ensure the safety of an aggressive resident before they leave. Unusual procedures require documentation.

Cont'd.....

ADMSDTAB

Page 2

Administrative Manual cont'd

6. The R.N. responsible for the nursing care plan will complete the "Aggressive Behaviour Audit".  
**An** "Aggressive Behaviour Audit" will be done to determine the time of day during which the resident **is** more aggressive. When there is a suspicion for the potential for aggressive behaviour the audit will be repeated 3 times during a 7 day period. Then staff will be notified of these times **so** that care can be modified.
7. The "Aggressive Behaviour Audit" may also reveal what precipitates acts of aggression. Staff will be notified to avoid the precipitatory factors if at all possible.
8. Department Reads will **plan** annual inservices to train staff to deal with aggressive residents.
9. Staff **should** understand that some physical and emotional abuse may be the result of the resident's medical condition and that is not intentionally directed to them personally.
10. Staff suffering an injury shall complete an incident report which may precipitate a claim under W.C.B.
11. Staff may request that police be called if the incident so requires. The Administrator or Department Head must be notified of any police involvement.

ADMINISTRATIVE MANUAL

DEVELOPED: NOVEMBER 6, 1995  
REVISED : NOVEMBER 13, 1995

REVIEWED: July 4/00  
July 10/01

APPROVED BY: 

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STAFF ABUSE BY FAMILIES, VISITORS AND OTHERS

POLICY

Strathmere Lodge is committed to protecting its staff from physical and verbal abuse. All our staff have the right to be treated with dignity and respect by our families, friends, visitors and other staff. Abuse is defined as any action by a person which causes harm to another person.

PROCEDURE

A- PHYSICAL ABUSE

1. If a staff member is physically assaulted by a family member, other staff, or visitor, she/he should report immediately to the Administrator or designate.
2. A meeting with the Department Head, Administrator, staff member and Union Representative (when applicable) will occur A.S.A.P. or no later than 3 days following incident. The Administrator or staff member may choose to call Police to lay charges of physical assault or other action as deemed necessary.

B-EMOTIONAL ABUSE

1. If a staff member is intimidated, threatened, humiliated he/she should report the details within 48 hours to the Department Head or designate. A detailed written report should be made of the incident. This report should include all specifics of incident including the names, dates and times, including witnesses. It should include if possible quotes of what was actually said to the staff member.

cont'd...

Page 2 Administrative Manual B. Verbal Abuse

2. The Department Head will contact the person involved (family member, friend, visitor or staff) and set a date and time for a meeting A.S.A.P. or no later than 5 days following incident.
3. The meeting to discuss the incident should include the person in question, the Administrator, Department Head, staff member, charge nurse and Union Rep. (when applicable).
4. The resulting action may range from a verbal warning to the family member, friend or visitor, to a written warning, to a Police restraining order which would prevent the person from entering Strathmere Lodge.

INCIDENT REPORT

NAME(S) OF PERSON'S INVOLVED \_\_\_\_\_

\_\_\_\_\_

DATE : \_\_\_\_\_

TIME REPORTED: \_\_\_\_\_

REPORTED TO: \_\_\_\_\_

DESCRIPTIVE ACCOUNT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE/TIME/NAME OF PERSON'S NOTIFIED \_\_\_\_\_

\_\_\_\_\_

SIGNATURE AND TITLE OF PERSON COMPLETING REPORT

\_\_\_\_\_

SIGNATURE OF PERSON RECEIVING REPORT

\_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF ADMINISTRATOR/DESIGNATE \_\_\_\_\_

\_\_\_\_\_

DEVELOPED NOV/96

INCREPOR

## ABUSE

Definition:

Abuse is defined as any action by a person which causes harm to another person.

### TYPES OF ABUSE

| PHYSICAL ABUSE   |  |
|--|--|
| EXAMPLES   | INDICATORS   |
| * wilful direct infliction of physical <b>pain</b> or injury from slapping, pushing, pinching, beating, twisting, shaking, burning, forced feeding, rough handling | * unexplained abrasions, bruises, burns, bumps, contusions, falls, fractures, grip marks, hematomas, infections, lacerations, pain, restricted movement, swelling, tenderness, ulcers, welts |
| * sexual assault or molestation  | * pain, bruising, bleeding in genital area   |
| * forced confinement in a room, bed or chair   | * shivering, cyanosis, lowered body temperature  |
| EMOTIONAL ABUSE  |  |
| EXAMPLES   | INDICATORS   |
| * verbal assault, humiliating, threatening, intimidating, insulting  | * resident appears shamed, has low self-esteem, withdrawn, passive, fearful, appears to recoil, feels invalid  |
| * isolating, ignoring, denying participation in discussions with respect to his or her own life or attendance at recreational or religious events                  | * guilt  |
| * treating a resident like a child   |  |

| <b>FINANCIAL ABUSE</b>  |   |
|---|---|
| <b>EXAMPLES</b>   | <b>INDICATORS</b>   |
| <ul style="list-style-type: none"> <li>* forcing a person to sell property</li> <li>* stealing a resident's money, pension cheques or possessions</li> <li>* fraud, forgery and extortion</li> <li>* wrongful use of Power of Attorney</li> </ul> | <ul style="list-style-type: none"> <li>* illegal use of possessions, property or investments for personal gain</li> <li>* resident forced to sign over control or power of attorney</li> <li>* resident forced to change will, sell house</li> <li>* disappearance of residents possessions</li> </ul>  |
| <b>NEGLECT</b>  |   |
| <b>EXAMPLES</b>   | <b>INDICATORS</b>   |
| <ul style="list-style-type: none"> <li>withholding food and/or health services</li> <li>* deliberately failing to meet a dependent resident's needs</li> </ul>  | <ul style="list-style-type: none"> <li>* dehydration, mouth sores, confusion</li> <li>* decubitus ulcers, poor skin hygiene, soiled linen, urine burns, unkempt appearance</li> <li>* clothes in poor repair, inappropriate for the season</li> <li>* over sedation - reduced physical/mental activity</li> <li>* no glasses, hearing aid</li> <li>* unattended</li> <li>* muscle contractions, immobility, weakness</li> </ul> |

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