

COLLECTIVE AGREEMENT

Between:

BROADVIEW FOUNDATION - CHESTER VILLAGE DIVISION

(hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 3224

(hereinafter referred to as the "Union")

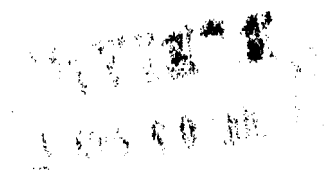
January 1, 2001 to December 31, 2003

RECEIVED
JUL 02 2003

09326(03)

TABLE OF CONTENTS

ARTICLE 1 - INTENT AND PURPOSE.....	1
ARTICLE 2 - GENERAL PROCEDURES AND INTERPRETATION.....	1
ARTICLE 3 - UNION RECOGNITION	3
ARTICLE 4 - MANAGEMENT RIGHTS.....	5
ARTICLE 5 - NO STRIKES OR LOCKOUTS.....	6
ARTICLE 6 - UNION SECURITY.....	6
ARTICLE 7 - GRIEVANCE PROCEDURE.....	6
ARTICLE 8 - DISCIPLINE.....	8
ARTICLE 9 - ARBITRATION.....	8
ARTICLE 10 - SENIORITY.....	9
ARTICLE 11 - JOB VACANCIES.....	13
ARTICLE 12 - HEALTH AND SAFETY.....	14
ARTICLE 13 - LEAVES OF ABSENCE.....	15
ARTICLE 14 - HOURS OF WORK	18
ARTICLE 15 - BULLETIN BOARDS.....	23
ARTICLE 16 - HUMAN RIGHTS.....	23
ARTICLE 17 - PAID HOLIDAYS.....	23
ARTICLE 18 - VACATION.....	24
ARTICLE 19 - HEALTH AND WELFARE	26
ARTICLE 20 - TERM OF THE AGREEMENT.....	27
SCHEDULE "A" - HOURLY RATE OF PAY	29
SCHEDULE "B" - PART-TIME EMPLOYEES.....	31



ARTICLE 1 - INTENT AND PURPOSE

- 1.01** ,Itis the purpose of both parties to this Agreement
- (1) to maintain and promote a harmonious relationship between the Employer and the Union;
 - (2) to recognize the mutual value of joint discussions and negotiations in matters pertaining to wages and working conditions;
 - (3) to encourage efficiency in operations;
 - (4) to promote the morale and well-being of employees in the bargaining unit of the Union.
- 1.02** The parties hereto recognize their mutual responsibility for the efficient operation of the Home and agree it is the duty of the Employer and employees to promote at all times to the fullest extent possible the care, welfare, safety and comfort of the residents and to provide reliable and continuous service.

ARTICLE 2 - GENERAL PROCEDURES AND INTERPRETATION

- 2.01** In this Agreement words importing the singular shall include the plural and vice versa where the context requires. Words importing the masculine gender shall include the feminine and vice versa where the context requires.
- 2.02** As per Ministry of Health regulations, all employees must adhere to the communicable disease surveillance protocol.
- 2.03** The maintaining of good housekeeping practices in all departments must be observed at all times. The pursuit of this objective will serve to reduce potential safety hazards as well **as** contribute to the cleanliness of the Home.
- 2.04** Where uniforms are required as a condition of employment, the Employer shall provide such uniforms or pay a uniform allowance of \$7.00 per month. Where safety boots/shoes are required as a condition of employment, the Employer shall provide such safety boots/shoes or pay a boot/shoe allowance of \$35.00 annually.
- 2.05** In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.
- 2.06** It is agreed that the Employer and the Local Union will share equally in any cost of the reproduction or printing of this Agreement.

2.07 Definition of employee Status

- a) A regular full-time employee is defined as one who is regularly scheduled on the duty roster and works on a continuous basis, in excess of forty-eight (48) hours per two (2) week period.
- b) A regular part-time employee is defined as one who is regularly scheduled on duty roster and works on a continuous basis, forty-eight (48) hours or less per two (2) week period.

2.08 Correspondence between the parties required by this Agreement shall pass to and from the Administrator and the Recording Secretary of the Union with a copy to the C.U.P.E. National Representative assigned to Local 3224.

2.09 Personnel Records

An employee shall have the right upon reasonable notice to have access to and review his/her personnel record in the presence of a supervisor or designate. An employee shall have the right to make copies of material contained in his/her personnel record. An unfavourable report or notation, letter of reprimand, warning, suspension or infraction shall be removed from an employee's file after a period of twelve (12) months from the date of that infraction, provided the record remains clear.

2.10 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

2.11 Pay Days

The Employer shall pay salaries and wages for the current pay period in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided a cheque stub which shows his/her wages, overtime and other pay and deductions.

2.12 Pay on Temporary Transfer

When an employee is temporarily transferred at the request of the Employer, and such transfer lasts one (1) whole shift or more, such employee shall receive the rate for the job to which they are transferred or the rate for the employee's own job he/she is performing, whichever is higher.

ARTICLE 3 - UNION RECOGNITION

3.01 The Employer agrees to recognize the Canadian Union of Public Employees, Local 3224 **as** the sole and exclusive bargaining agent of all regular full-time and part-time employees in the bargaining unit of the Broadview Foundation in Metropolitan Toronto, at its Chester Village division, save and except supervisors, persons above the rank of supervisor, professional medical staff, paramedical staff, office and clerical staff.

3.02 **Work of the Bargaining Unit**

Employees whose jobs are not in the bargaining unit shall not perform the functions of jobs in the bargaining unit except in emergencies, in instances where employees in the bargaining unit are not immediately available, or for training purposes. It is understood and agreed that unpaid volunteers may perform services which are normally performed by volunteers, in order to **enhance** the care and well-being of the residents.

3.03 **All Employees to be Members**

Within one (1) week of the signing of this Agreement all employees of the Employer shall, **as** a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union **within thirty (30) days** of employment.

3.04 The Employer will recognize as stewards not more than four (4) employees. The Union shall notify the Employer in Writing of the names of such employees and any changes as they occur. The Employer shall not be obliged to recognize any steward until it has been so notified in writing.

3.05 The Employer agrees to recognize a Union Grievance Committee composed of not more than two (2) employees and the Local Union President. The Employer agrees to recognize a Union Negotiation Committee composed of not more than three (3) employees.

3.06 It is understood that the stewards and committee members have their regular work to perform on behalf of the Employer. If it is necessary for a steward or committee member to service a grievance during his/her working hours, he/she shall not leave his/her work without first obtaining the permission of his/her supervisor. Such permission will not be unreasonably withheld. When resuming his/her regular work, he/she shall again report to his/her supervisor. A steward's or committee member's duties shall include assisting an employee in the preparation and presentation of his/her grievance and generally to assist in and be responsible for the proper administration of this Agreement.

3.07 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in processing a grievance up to but not including the arbitration hearing(s).

3.08 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer, up to and including conciliation.

3.09 No employee shall be required to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.10 Union-Management Committee

- (a) The Employer and the Union agree to the establishment of a Union-Management Committee consisting of equal representation from both parties from within the facility.
- (b) The C.U.P.E. National Representative servicing **this unit** shall be permitted to attend if available.
- (c) The purpose of such Committee is to promote understanding, co-operation and discussion regarding issues of mutual interest and concern including workload and assignment issues and to attempt where possible, to resolve problems in the best interest of residents, employees and Management in a non-adversarial manner.
- (d) Administrative procedures such as agendas, minutes and structure shall be by mutual agreement.
- (e) The Committee shall meet at least once monthly unless otherwise agreed between the parties. The time and place for such meetings shall be determined by mutual agreement. Employees shall not suffer loss of pay for attending such meetings.
- (f) The Committee shall not have jurisdiction over wages, grievances or collective bargaining.

- (g) The Committee shall not supersede the activities of committees pursuant to this Collective Agreement and does not have the power to bind either the Union or its members, or the Employer to any decisions which conflict with the explicit provisions of this Collective Agreement.

3.11 The C.U.P.E. National Representative shall be permitted access to the Employer's premises to deal with Collective Agreement matters subject to providing the Administrator with reasonable advance notice.

3.12 Interviewing Opportunity

A Representative of the Union shall be given an opportunity pursuant to Section 3.06 to interview each new employee within regular working hours for a maximum of fifteen (15) minutes during the probationary period for the purpose of acquainting the new employee with the Union at a time convenient to the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Save and except to the extent limited by any provision of this Agreement, all rights and prerogatives which the Employer had prior to this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

Without limiting the generality of the foregoing, the Employer's rights shall include the right to:

- (a) Maintain order, discipline, efficiency and in connection therewith to make and enforce rules, regulations, standards and practices to be observed by its employees.
- (b) Hire, assign, evaluate, promote, demote, transfer, classify, lay-off, recall, discipline, retire and discharge for just cause.
- (c) Determine job duties, qualifications, quality and quantity standards, hours of work, schedules, shifts, overtime, purchasing of services; manage and conduct the business.

4.02 The Employer will not contract out any work which will result in an employee in the bargaining unit being laid off or suffering a reduction in his/her regular , number of hours of work.

4.03 These management rights shall not be exercised in such a manner as to be in conflict with the explicit provisions of this Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01** In view of the orderly procedure herein established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the term of this Agreement the employees and the Union will not sanction, call or participate in a strike, and the Employer agrees during the term of this Agreement that there shall be no lockout pursuant to the Labour Relations Act of Ontario (R.S.O. 1990).

ARTICLE 6 - UNION SECURITY

- 6.01** Each of the parties hereto agrees that there shall be no discrimination, interference, restraint or coercion against any employee because of his membership or non-membership in the Union.
- 6.02** The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members and the Union shall save the Employer harmless against claims for taking action under this provision.
- 6.03** Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later ~~than~~ the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and number of hours paid from whose wages the deductions have been made.
- 6.04** The Employer shall provide the amount of Union dues paid by an employee on his/her annual T-4 slip.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** The parties to this Agreement agree that it is their policy and desire to satisfactorily resolve complaints and grievances as quickly **as** possible. To this end an employee who has a complaint or concern will not have **a** grievance until he / she first discusses it with his / her supervisor.

STEP 1

An aggrieved employee will submit the alleged grievance, in writing, to the Department Head of the department in which the employee works within five (5) working days of when the employee became aware or should have become aware of the incident or occurrence giving rise to the grievance. The Department Head will attempt to settle the grievance and reply in writing within five (5) working days of receipt of the alleged grievance. The aggrieved employee may be assisted by a steward during any meeting in connection with the grievance. Failing

satisfactory settlement, the Union may pursue the grievance further in the following manner:

STEP II

Within three (3) working days following receipt of the decision given at Step I, the employee, with the Union, may present the grievance in writing to the Administrator or his representative and a meeting shall be held with the employee within five (5) working days to discuss the matter. It is understood that at such a meeting the Administrator or his representative may have such assistance as he may desire and that the employee may have the assistance of a Union steward and the C.U.P.E. National Representative assigned to the Local. The decision of the Administrator or representative shall be given in writing within five (5) days following the meeting.

STEP III

Failing a satisfactory settlement at Step II either **party** may refer the grievance to arbitration. If no written request for arbitration is received within ten (10) working days after the decision under Step II is given or within fifteen (15) working days following the meeting under Step II of the grievance procedure, the grievance shall be deemed to have been settled based on the Employer's last response.

7.02 Definition of Grievance

A grievance is defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

7.03 Policy Grievance

Either **party** to this Agreement may lodge a grievance in writing with the other **party** on a difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall start at Step II. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be bypassed.

7.04

Both parties agree that once a grievance has been initiated, discussion to resolve or settle such grievance shall be carried out **only** under the steps of the grievance procedure.

7.05 Time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent.

7.06 **Mutually Agreed Changes**

Any mutually agreed changes to this Collective Agreement in writing shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure, if so designated by the parties.

ARTICLE 8 - DISCIPLINE

8.01 **Right to Have Steward**

- (a) Where ~~an~~ employee presents a danger to himself/herself, to other employees or the residents, or presents a threat to health and safety in the facility, such employee will be required to leave the premises for the remainder of the shift.
- (b) Where disciplinary action is contemplated the employee's steward shall be in attendance when ~~an~~ employee ~~is~~ to be disciplined by suspension or discharge. If a steward is not available then a bargaining unit employee of the employee's choice will be chosen to attend the meeting.

8.02 Where ~~an~~ employee who ~~has~~ completed probation is discharged and the employee claims that the discharge is without just cause, the matter may be taken up as a grievance within ten (10) working days ~~in~~ accordance with Article 7. Such grievance will start at Step II and be processed in accordance with those provisions.

8.03 All disciplinary grievances other than discharge shall be handled in accordance with the provisions of Article 7.

8.04 Copies of written discipline given to employees shall be forwarded to the Local Union Recording Secretary and C.U.P.E. National Representative.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's three choices of Arbitrator. If the other party to the Agreement does not agree with any of the three proposed arbitrators it shall ~~within~~ ten (10) days thereafter submit the names of their three choices of arbitrator.

- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 9.03** Each of the parties shall pay the expense of one-half of the fees of the Arbitrator
- 9.04** The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved.
- 9.05** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it; nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer.
- 9.06** No matter may be submitted to arbitration which has not been properly carried through the proper steps of the grievance procedure.
- 9.07** In the event that one party wishes to submit a grievance to arbitration and is contingent that the matter be dealt with by a Tripartite board of Arbitration as opposed to a sole Arbitrator as herein before referred to, the **party** submitting the grievance to arbitration shall so **signify** when advising the other party. The recipient of the notice shall in reply advise in writing if they will agree to a Tripartite arbitrator within ten (10) days of the notice referring the matter to arbitration. Failing such agreement, the regular arbitration procedure shall apply.
- 9.08** If the parties agree to a tripartite Board of Arbitration, then each of the parties shall pay the expense of their own nominee and one-half of the fees of the Chairperson.

ARTICLE 10 - SENIORITY

- 10.01** Seniority is defined as the length of continuous service within the bargaining unit since the last date of hire.
- 10.02** **Probation**
- An employee will be considered on probation and will not be placed on the seniority list until he/she **has** completed forty-five **(45) shifts** or three hundred and sixty (360) hours, whichever first occurs. During this period the Employer shall have the right to dismiss a probationary employee at the sole discretion of the Employer and without just cause. However, the Employer shall not exercise its discretion in bad faith, discriminatorily, or arbitrarily.

A probationary employee shall have the right to grieve on matters relating to wages and benefits coming within the scope of this Agreement. After completion of the probationary period, seniority shall be effective from the last date of hire.

10.03

Accumulation

- (a) A full-time employee ~~as~~ defined in Article 2.07(a) shall accumulate seniority from date of hire on the basis of continuous service in the bargaining unit from the last date of hire.
- (b) A part-time employee as defined in Article 2.07(b) shall accumulate seniority from last date of hire on the basis of 1900 hours worked shall equal one (1) year.

10.04

- (a) A bargaining unit employee whose status, pursuant to Article 2.07 is changed from regular full-time to regular part-time shall receive credit for hisher seniority from hisher last date of hire by computing such continuous service into hours worked on the basis of one (1) year equated to 1900 hours and shall accumulate on the basis of hours worked thereafter.
- (b) Entrance into regular full-time status from regular part-time status shall be obtained through being the successful applicant on the regular full-time job posting. Should this occur the regular part-time employee shall be credited with his/her seniority by computing hisher accumulated hours worked into continuous service on the basis of 1900 hours worked equated to one (1) year and hisher seniority date ~~as a~~ regular full-time employee shall be adjusted to reflect this calculation.

10.05

Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall ~~be~~ sent to the Union and posted on all bulletin boards in January and July of each year. Regular part-time employees shall have their seniority shown ~~as~~ calculated pursuant to Article 10.03(b). If an employee or the Union does not dispute the accuracy of the seniority list within three (3) weeks of it being sent to the Union and being posted, such seniority list shall be deemed to be correct.

10.06 It shall be the duty of the employee to notify the Employer promptly, in writing, of any changes of address. If an employee should fail to do this, the Employer will not be responsible for failure of a notice to reach such employee and any notice sent by the Employer by registered mail to the address of the employee which appears on the Employer's payroll records shall be conclusively deemed to have been received by the employee.

10.07 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee may be returned to his/her former position in the bargaining unit during his/her trial period provided such return shall not result in the lay-off or bumping of an employee holding greater seniority.

10.08 An employee shall lose his/her seniority rights and be terminated:

- (a) If he/she is discharged and not reinstated.
- (b) If he/she voluntarily quits.
- (c) If he/she absents him/herself from work for three (3) consecutive working days without notification to his/her immediate supervisor unless such notification was not reasonably possible. This shall not be interpreted as permitting unauthorized absence of any duration.
- (d) If he/she fails to give notice of his/her intention to return to work from a lay-off within five (5) days after receipt of notice by registered mail and/or if he/she fails to return to work from a lay-off within ten (10) days after receipt of notice by registered mail.
- (e) If the employee fails to report to work promptly after the expiration of any leave, unless an extension has been granted subject to **Article 13**.
- (f) If an employee is laid off for a continuous period of twenty-four (24) months or his/her length of seniority, whichever is lesser.
- (g) The employee is solely responsible for his/her proper address being on record with the Employer.

10.09 Lay-off

A lay-off shall be defined as ~~an~~ actual reduction in the work force.

10.10 The Employer shall provide three (3) months notice or pay in lieu of notice to the Union and to the affected employee and to any other employee whose position may be subject to bumping, prior to lay-off, except in circumstances which are beyond the Employer's control. The Employer shall pay its share of insured benefit premiums if able to do so during the entire three (3) months notice period.

- 10.11** An employee who receives notice of layoff shall have the right to either:
- (a) accept the layoff; or
 - (b) opt to retire, if eligible under the terms of the pension plan, or
 - (c) bump another employee who has lesser bargaining unit seniority in the same or a lower job classification in the bargaining unit, provided the employee exercising their bumping rights ~~has~~ in the opinion of the Employer the required qualifications, skills and ability to perform the duties of the position he or she is bumping into. An employee who is bumped shall be deemed to have been laid off and shall be entitled to receive notice of layoff in accordance with Article 10.10 and have the rights set out in this Article. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position he or she is bumping into, the Employer shall not act in a arbitrary or discriminatory manner.
- 10.12** An employee who chooses to exercise the right to bump into a position held by another employee with lesser seniority shall advise the Employer of his/her intention to do so and the position claimed within five (5) days after receiving the notice of layoff, unless the parties have mutually agreed to extend the five (5) day period.
- 10.13** ~~Where a notice of lay-off results in the bumping of another employee in the bargaining unit, the original notice shall be considered notice of lay-off to the Union and to any other employee whose position may be subject to bumping.~~
- 10.14** An employee shall be paid the rate of the job into which the employee bumps or is bumped on an immediate basis.
- 10.15** An employee shall have the opportunity of recall ~~from~~ a layoff to ~~an~~ available opening, in order of seniority, before such opening is filled on a regular basis under a job posting procedure, subject to the employee having in the opinion of the Employer the required qualifications, skill and ability to perform the duties of the position. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position the Employer shall not act in a arbitrary or discriminatory manner.
- 10.16** The Employer shall notify an employee of a recall opportunity by registered mail, addressed to the last address of the employee on record with the Employer (which notification shall be deemed to be received on the second day following the mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time the employee is required to report to work.

ARTICLE 11 - JOB VACANCIES

- 11.01** (a) For the purpose of this article notices of available permanent Vacancies in jobs regularly scheduled on the duty roster in excess of sixteen (16) hours over a two (2) week period covered by this Agreement shall be posted on the bulletin boards for five (5) working days before being permanently filled. The job posting will describe the requirements, qualifications and working conditions.
- (b) Postings will be placed on a three (3) month rotating basis for jobs regularly scheduled for sixteen (16) hours or less over a two (2) week period.
- (c) **Employees are not permitted to apply for more than one temporary posting of a job per year or to apply for a temporary posting of a job if they are currently in a temporary vacancy.**
- (d) **No temporary job posting will result in more than two subsequent postings of temporary positions. The third vacancy created as a result of the original and subsequent temporary vacancy will be considered to be a temporary vacancy of less than sixty (60) days and will not be posted in accordance with article 11.09.**
- 11.02** Job vacancies will not be posted for temporary vacancies pursuant to Article 11.09.
- 11.03** Posted vacancies will be filled according to seniority subject to the employee having in the opinion of the Employer the required qualifications, skill and ability to perform the job. In determining if an employee has the required qualifications, skills and ability to perform the duties of the position, the Employer shall not act in an arbitrary or discriminatory manner.
- 11.04** All successful applicants on job postings will be notified within five (5) working days after the job posting and selection process is completed.
- 11.05** He/she shall be given a trial period of up to two (2) months during which time he/she shall receive the necessary training for the position and the applicable hourly rate of pay. Conditional on satisfactorily completing the trial period, the employee shall be declared permanent.
- 11.06** In the event the successful applicant is not satisfactory to the Employer he/she shall be returned to his/her former position and hourly rate of pay without loss of seniority if it still exists and any other employee transferred because of such return shall also be returned to his/her former position, if it still exists, and hourly rate of pay without loss of seniority. **An** employee who is returned to his/her former position **as** a result of being unsatisfactory in the new position shall not be eligible to make application for any position for a period of six (6) months from the date upon which he/she is returned to his/her former position where he/she has the Employer's agreement to do so.

- 11.07 The Employer may engage in outside advertising, however, no new employee(s) will be hired until the applications of the bargaining unit employees have been processed.
- 11.08 During the time taken to fill a vacancy which has been posted pursuant to Article 11.01(a) the Employer may fill the vacancy on a temporary basis but only until the job posting process has been completed.
- 11.09 Temporary vacancies of less than sixty (60) days will not be posted. Only temporary vacancies in excess of sixty (60) days which result from Workplace Safety and Insurance, pregnancy/parental leave or medical leave shall be posted.
- 11.10 If the Employer establishes a new job classification or changes a current job classification which is covered by this collective agreement, the Employer will notify the Local Union of such creation and / or change and will permit the Local Union to make suggestions as to the rate that should be assigned to the classification. The final determination as to the rate to be assigned to the new and / or changed classification shall be at the sole discretion of the Employer.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01. . . . A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives but with a minimum of two (2) Union and ~~two~~ (2) Employer members. The Health and Safety Committee shall hold meetings at least once per month.
- 12.02 The Union and the Employer will co-operate to the fullest possible extent towards the prevention of accidents and the promotion of safety and health of the employees and residents.
- 12.03 The parties agree to respect the provisions of the Occupational Health and Safety Act of Ontario ~~as~~ applicable.
- 12.04 Committee members shall be compensated for time spent during regular working hours at their regular rate of pay exclusive of all premiums.
- 12.05 The Employer shall provide the Union Health and Safety representative with a copy of the Workplace Safety and Insurance Board "**Form 7**" at the same time as it is sent to the Workplace Safety and Insurance Board.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

An employee may be granted at the discretion of the Administrator a leave of absence up to thirty (30) days without pay and benefits but without loss in seniority provided such request is made in writing five (5) working days in advance and shall contain the reasons, the commencement and return date.

13.02 Bereavement Leave

- (a) . Should a bereavement occur in an employee's immediate family (spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, common-law spouse **as** defined in the *Family Law Act*, legal guardian, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law) a leave of absence of three (3) regularly scheduled consecutive working days without loss of pay or benefits, shall be granted upon request.
- (b) All time off granted for bereavement under Article 13.02(a) must be taken at the time of occurrence of the death.
- (c) . Additional unpaid leave not to exceed five (5) days may be granted.
- (d) Should a bereavement occur in ~~an~~ employee's family member (defined as aunt, uncle, niece or nephew), a leave of absence of one (1) regularly scheduled working day without loss of pay or benefits, shall be granted upon request to attend the funeral.

13.03 Pregnancy/Parental Leave

- (a) For employees who would be eligible for pregnancy/parental leave pursuant to the provisions of the *Employment Standards Act*, **as** amended, the terms of the *Act* shall be incorporated into this Collective Agreement.
- (b) An employee may return to work after termination of the pregnancy as soon **as** she is fit to do so in the written opinion of her attending physician. During the period of the pregnancy/parental leave, the Employer shall continue to pay the hospital, medical, dental, disability, group life and pension benefits set out in this Agreement, provided that the employee continues to make any contribution required to be made by employees under the Agreement.
- (c) An employee shall give at least three (3) weeks notice to the Employer of her intention to return to work **and** shall be returned to her former position and shift, if it exists or to a comparable position if it no longer exists.

13.04 Citizenship Leave

An employee shall be allowed one (1) day off without pay to process his/her Canadian Citizenship application.

13.05 Jury Duty and Subpoena

An employee is entitled to his/her regular hourly rate of pay, notwithstanding his/her being absent from duty by reason of summons to serve as a juror or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the employee remits to the Employer any fee, exclusive of travelling allowances **and** living expenses, that he/she receives as a juror or as a witness.

13.06 Union Leave

Upon written notice at least two (2) weeks in advance, the Employer shall grant Union leave(s) without pay or benefits for four (4) employees based on an aggregate total of forty (40) days for each contract year. During such leave, the employee's salary and applicable benefits shall be maintained by the Employer, and the Union shall reimburse upon receipt of the bill.

Upon application by the Union, in writing, the Employer shall grant leave of absence, without pay and without loss of seniority to an employee elected or appointed to a full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a **further** specific period by agreement of the parties.

13.07 Sick Leave Defined

- (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.
- (b) An employee who is absent from work as a result of an illness or **injury** sustained at work and who has been awaiting approval of claim for Workplace Safety and Insurance for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from Workplace Safety and Insurance if his/her claim was approved or the benefit to which he/she would be entitled under the sick leave plan.

Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for workers compensation is not approved, the monies paid as **an** advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan. Any payment under this provision cannot exceed the employee's accumulated sick leave bank.

13.08 Amount of Paid Sick Leave

Sick leave shall be available to full-time employees and shall be earned at the rate of one and one-half (1½) days for every month the employee is employed, to a maximum of eighteen (18) days per year.

13.09 Duration of Sick Leave

The unused portion of an employee's sick leave shall accrue for his future benefit, to a maximum of one hundred and eighty (180) days.

13.10 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. If an employee is absent for part or all of a workday on account of illness then a deduction of the actual hours missed for sick leave shall be made from the Employer's cumulative sick leave bank,

13.11 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

13.12 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

13.13 For scheduling purposes, and employee returning from sick leave in excess of thirty (30) days shall be required to notify his/her supervisor two (2) weeks in advance of his/her return, if possible.

13.14 An employee is required to notify his/her Supervisor or Charge Nurse on duty of his/her absence for any reason in the following manner:

Two (2) hours before the day ~~shift~~ commences for all staff except cooks, dietary aides and porters who are only required to provide a minimum of one hour prior to notice.

ARTICLE 14 - HOURS OF WORK

- 14.01**
- (a) The normal paid hours of work for a regular full-time employee shall normally be seventy-five (75) hours per two (2) week period averaged over the duty roster schedule.
 - (b) A regular full-time employee shall normally work eight (8) hours per day inclusive of a thirty (30) minute un-paid lunch period.
 - (c) A regular part-time employee's hours of work shall be as assigned, however, a regular part-time employee who completes six (6) hours of

work shall be entitled to a thirty (30) minute un-paid lunch period.

- (d) It is recognized that emergency situations do arise and at such times the employees may be required to interrupt their lunch period.
- (e) It is recognized that certain employees are presently working **short** shift arrangements of less than the daily hours in 14.01(a) above. The practice may continue. However, the number of employees on such short shift arrangements may not be increased during the term of this **Agreement** except in the Nursing Department or in the cases of emergency, or for the purpose of filling short-term needs of the Home, or by mutual agreement between the Employer and the Union.
- (f) Each year the staffing pattern in the Nursing Department will be reviewed and adjusted according to funding provided by the Ministry of Health, Case Mix Index. However, the parties agree to meet and discuss the implementation of the foregoing through Union Management Committee in accordance with the provisions of Article 3.10.

14.02 The parties agree that it is necessary to provide the facility with twenty-four (24) hours continuous service during the seven (7) days in each week and that hours of work, shifts and schedules need to be arranged to provide that coverage. Changes will not occur without prior discussion with the Union and reasonable prior notification to the employees affected.

14.03 Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

14.04 The following outlines scheduling of hours of regular full-time employees in the bargaining unit and where practicable the Employer shall endeavour to arrange shift schedules so that a regular full-time employee:

- (a) is not scheduled to work more ~~than~~ six (6) consecutive days;
- (b) has alternate weekends off;
- (c) may exchange shifts with another employee in the same department provided that no cost to the Employer results pursuant to 14.05.

14.05 In the event employees of their own accord, for their own convenience change shifts with one another, the Employer agrees not to interfere but reserves the right to request signed statements ~~from~~ such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provision in 14.04 that might arise or accrue ~~as~~ a result of the exchange of shifts.

14.06 **Shift** schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Head one (1) week in advance of the posting. Once posted the two (2) week shift schedule may not be changed without discussion with ~~the~~ employee

pursuant to 14.07.

- 14.07** If an employee's request for time off in accordance with the provisions of Articles 14.04 and 14.05 above results in conflict with 14.04 and 14.05, the said request and the granting of such shall not be deemed a violation of the Agreement because of the employee's individual request.
- 14.08** When a regular full-time employee's shift is being changed, a minimum of twelve (12) hours notice shall be provided between the end of the "*old*" shift and the commencement of the "*new*" shift. It is understood and agreed that the above does not apply if the change of shift is caused by an emergency. If the employee's "*new*" shift commences during the twelve (12) hour notice period, he/she shall be paid overtime at time and one-half (1½) for all hours actually worked on the first Shift.
- 14.09** It is understood and agreed that a change of hours shall not constitute a change of shift or a lay-off.
- 14.10** Regular full-time employees shall retain their present shift arrangement, subject to Article 14.02. The normal shift for day workers shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m.
- 14.11** - This article does not provide and shall not be construed as a guarantee of the hours of work in a day or week or a guarantee of days of work or otherwise, nor a guarantee of working schedules or shifts.
- 14.12** **Overtime Defined**
- (a) All time worked beyond the regular daily hours or regular weekly hours **as** defined in Article 14 shall be considered **as** overtime and paid at the rate of time and one-half (1½).
 - (b) **An** employee who works overtime shall not be required to take time off in regular hours to make up for overtime worked. Time off in lieu may be taken on mutually agreed upon basis between the employee and the Employer.
- 14.13** **Sharing of Overtime**
- Overtime shall be divided as equally **as** reasonably possible **among** employees **in** the classification who are willing and qualified to perform the available work.

14.14 Overtime During Lay-Offs

There shall be no overtime worked in a classification except in cases of emergency or unforeseen operational requirements, while there are available employees in that classification on lay-off able to perform the work.

14.15 Supply of Meals

An employee required to work more than four (4) hours overtime shall be provided with a meal in the Employer's cafeteria at cost. The Employer shall allow one-half (½) hour meal break with pay.

14.16 An employee shall be paid one and one-half (1½) times his/her straight time hourly rate for all hours worked:

- (a) On Saturday or, for those employees whose scheduled workweek includes Saturday, all hours worked on the 6th day; provided the employee has completed forty (40) hours that week; and
- (b) On Sunday or, for those employees whose scheduled work week includes Sunday, all hours worked on the 7th day; provided the employee has completed forty (40) hours that week.
- (c) On a paid holiday.

14.17 An employee absent during his/her regular work week due to illness, Workplace Safety and Insurance, paid holidays, bereavement, vacation or other leave of absence with pay, shall be deemed to have worked for the purpose of calculating overtime pay.

14.18 Call-In

- (a) "**Cull-In**" shall mean the calling in to work at the Employer's request of a regular full-time employee on an assigned day off as per the posted schedule.
- (b) Regular full-time employees who are called in will be eligible for overtime at the rate of time and one-half (1½) for all hours worked except in the case of employees who are scheduled to work less than eighty (80) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of eighty (80) hours of work in the two (2) week pay period.
- (c) If the regular full-time employee reports for work for call-in then the Employer will guarantee a minimum of four (4) hours work at straight time rate of pay.

- (d) Part-time employees shall be called upon to perform work prior to the Employer contracting work to agency personnel.

(e) **Call-In**

Where an employee lists himself or herself as available for extra shifts and then refuses five or more consecutive requests by the Employer to come into work, then the Employer will not be required to contact the employee again, regardless of the employee's seniority. This clause does not preclude the Employer from calling employees who have not listed themselves **as** being available to work an extra shift, after calling those employees who have listed themselves **as** being available to work extra shifts.

- 14.19 Each regular full-time employee shall be entitled to two (2) fifteen (15) minute rest breaks per eight (8) hour shifts, one in each half shift.

14.20 **Reporting Pay**

Any full-time employee reporting for work on the scheduled shifts of day, unless otherwise notified, shall receive no less than four (4) hours pay at their regular rate provided that the employee shall perform a minimum of four (4) hours work if required.

14.21 **Shift Premium**

Where the majority of hours worked by an employee occurs between 6:00 p.m. and 6:00 a.m. such employee shall receive forty-five (0.45) cents per hour for all hours worked.

- 14.22 The shift premium shall apply in the calculation of vacation pay and benefits pursuant to Article 19.01.

14.23 **Accommodation Due to Religious Observances**

In the event that an employee seeks accommodation on the arrangement of days off (e.g., for religious reasons), the Employer is not required to pay overtime when the employee works six (6) consecutive days in order that this accommodation be met.

ARTICLE 15 - BULLETIN BOARDS

- 15.01** Designated space on four **(4)** bulletin boards (staff lunchroom, men's and women's locker rooms, second floor nurses' station) of the Employer will be made available for posting notices of meetings and such other appropriate notices. The Union agrees to provide the Administrator or his designated representative with a copy of all such notices prior to posting.

ARTICLE 16 - HUMANRIGHTS

- 16.01** The Employer and the Union agree that there shall be no discrimination or harassment in the workplace because of age, race, colour, ancestry, place of origin, ethnic origin, citizenship, creed, political affiliation, union affiliation, sex, sexual orientation, marital status, family status, record of offenses or handicap **as** defined in the Ontario *Human Rights Code*, **as** amended.

Where an alleged harasser is required to handle a step of the grievance procedure, a representative shall be appointed to handle the grievance at that step of the grievance procedure.

ARTICLE 17 - PAID HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Boxing Day
Christmas Day	Two Floating Days

17.02 Pay for Regularly Scheduled Work on a Paid Holiday

A full-time employee who is not scheduled to work on the above paid holidays shall receive holiday pay equal to one (1) day's pay. A full-time employee who is scheduled to work shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday, plus receive another day off with pay, in lieu of holiday pay, at a time mutually agreed between the employee and the Employer.

17.03 Compensation for Paid Holidays Falling on Scheduled Days Off

When any of the above-noted paid holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, in lieu of the holiday at a time mutually agreed between the employee and the Employer.

17.04 To be eligible to receive holiday pay for the above-mentioned holidays, an employee who has satisfactorily completed his/her probationary period, must have worked on the last scheduled work day prior to the holiday and the **first** scheduled work day after the holiday unless the absence is due to attending the funeral of **an** employee's immediate family as defined in Article 13.02 or the absence is due to illness in which case the employee will submit a medical certificate notwithstanding Article 13.11.

17.05 A full-time employee eligible to receive holiday pay shall receive eight (8) hours pay at his/her straight time hourly rate. -

ARTICLE 18 - VACATION**18.01 Length of Vacation**

A full-time employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one (1) year prior to December 31	One (1) day for each month of service (maximum of ten (10) days)
One (1) year but less than three (3) years	Ten (10) working days
Three (3) years but less than eight (8) years	Fifteen (15) working days
Eight (8) years but less than fifteen (15) years	Twenty (20) working days
Fifteen (15) years but less than twenty-five (25) years	Twenty-five (25) working days
Over twenty-five (25) years	Thirty (30) working days

- 18.02** The period from January 1st to December 31st will be the basis for determining service for vacation purposes. A regular full-time employee's vacation entitlement as outlined in the schedule above is based on a complete year of service as of December 31st.
- 18.03** Vacation schedule shall be in order of seniority subject to the service requirements in each Department. A form shall be posted by the Employer between January 31st and May 1st for the selection of vacation weeks. During the period the employees shall note on the list their first and second choice of dates for their vacation. The Employer shall post the final schedule by June 1st at the latest. It is understood that regular full-time employees will have first opportunity for vacation.
- 18.04** Vacation entitlement may not be carried over from year to year. Vacation entitlement which is not taken during the current year shall be paid out in full on December 31st each year. Employees are required to take at least two weeks of their vacation entitlement per year.
- 18.05** e for H s F within t
- If a paid holiday falls or is observed during an employee's vacation period, he/she shall be allowed an additional vacation day with pay at a time mutually agreed upon between the employee and Employer.
- 18.06** **Unbroken Vacation Period**
- An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.
- 18.07** Employees entitled to more than two (2) weeks vacation with pay shall take it at a period during the year which is mutually agreed upon between the employee and the Employer.
- 18.08** Vacation pay shall be made by separate cheque for the week immediately prior to the vacation except for vacations that are less than one (1) week in duration. Vacation days taken for less than one (1) week shall be paid on the regular pay day following the employee's return to work.

- 18.09** A regular part-time employee shall be eligible for time off each year for purposes of vacation. As well, regular part-time employees shall be paid vacation pay in accordance with the following scale:

	<u>% of Gross Earnings</u>
Less than 1900 hours service	4%
Between 1900 and 7,199 hours service	4%
Between 7,200 and 14,399 hours service	6%
Between 14,400 and 26,999 hours service	8%
Between 27,000 and 44,999 hours service	10%

- 18.10** Vacation pay is calculated on the percent of gross earnings in accordance with the schedule outlined in Article 18.01.

- 18.11** A regular part-time employee who converts to full-time **status** shall receive vacation pay at the end of the year for the period he/she worked as a part-time employee.

- 18.12** Where an employee's vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave if the employee provides evidence of illness satisfactory to the Employer.

The portion of the employee's vacation which is deemed to be sick leave and which will be deducted from the employee's sick bank will not be counted against the employee's vacation credits.

ARTICLE 19 - HEALTH AND WELFARE

- 19.01** The following *summary* outlines the general benefit coverage available to eligible regular full-time employees who have completed their probationary period:

- (a) Life Insurance (**2 x** salary)
 - (b) Accidental Death and Dismemberment
 - (c) Extended Health Plan
 - (d) Vision Care \$250 per two (2) years per family member
 - (e) Dental Plan- O.D.A. fee schedule (**2** year lag i.e. 2001 in 2003)
 - (f) Long-Term Disability
- The Employer pays **75%** of LTD premiums

- 19.02** The Health and Welfare Plan is available to all eligible full-time employees following satisfactory completion of their probationary period. These benefit premiums are paid 100% by the Employer, except for Long-Term Disability. Long-Term Disability is paid 75% by the Employer.
- 19.03** Following a waiting period of one hundred and twenty (120) calendar days, the regular full-time employee becomes eligible for Long-Term Disability benefits. Benefits will be equal to 60% of the employee's salary to a maximum of \$1,400.00 monthly. Benefits would be payable until the employee's sixty-fifth (65th) birthday, provided the employee is disabled for that period of time. This plan applies to regular full-time employees only.
- 19.04** It is understood and agreed that all benefit plans or coverage provided under Article 19 are subject to the terms and conditions of the Master Policy Agreement(s) with the insurance carrier(s) and the administrative policy and procedures of the Employer and the employee, and the Employer selects or changes the insurance carrier(s).
- 19.05** The Employer shall continue for the life of this Agreement its current Pension Plan. The employee-Employer contributions shall be three (3) per cent.
- 19.06** The Employer shall provide the Union with a copy of **all** employee benefit and Health and Welfare Master Plan texts and amendments, to ~~the~~ extent that these relate to employees within the bargaining unit.
- 19.07** **Return to Work**
- An employee who is returning from a Workplace Safety and Insurance claim shall be placed in his/her former position with the Employer, if that position exists or to a comparable position if one exists, provided the employee supplies a medical certificate confirming that he/she is capable of performing the work.

ARTICLE 20 - TERM OF THE AGREEMENT

20.01 **Duration**

This Agreement shall continue in effect from January 1, 2001 to December 31, 2003 and shall continue from year to year and thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the termination date.

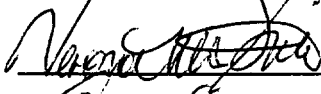
20.02 Retroactive Pay for Terminated Employees

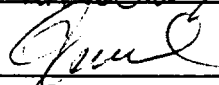
An employee who has severed his/her employment between the date of notification to bargain of this Agreement and the effective date of the **new** agreement shall receive the **full** retroactivity of any increase in wages or salaries.

20.03 Retroactivity shall be issued by itemized separate cheques within thirty (30) days from the ratification of the agreement by the Union or the date of the issuance of an interest arbitration award.

Signed in Toronto this 7th day of January 2003.

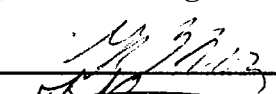
On behalf of the
Canadian Union of Public Employees
and its Local 3224

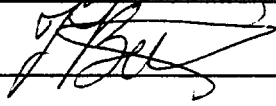




Denise Carter

On behalf of
Broadview Foundation
[Chester Village Division]





SCHEDULE "A" - HOURLY RATE OF PAY

Employees shall be classified and paid in accordance with the following schedule, effective on the date shown below:

Classification	Position	Start	Year 1	Year2	Year3
Registered Nurse					
January 1, 2003	Full-time	23.309	23.984	24.474	24.978
	Part-time	26.106	26.861	27.411	27.976
May 1, 2003	Full-time	23.775	24.463	24.963	25.477
	Part-time	26.628	27.398	27.959	28.535
August 1, 2003	Full-time	24.012	24.707	25.212	25.731
	Part-time	26.894	27.671	28.238	28.820

Classification	Position	Start	After 1 Year
Registered Practical Nurse			
January 1, 2003	Full-time	17.608	18.774
	Part-time	19.722	20.982
May 1, 2003	Full-time	17.960	19.149
	Part-time	20.116	21.401
August 1, 2003	Full-time	18.139	19.340
	Part-time	20.317	21.615
Cook 1			
January 1, 2003	Full-time	16.549	17.633
	Part-time	18.535	19.749
May 1, 2003	Full-time	16.879	17.985
	Part-time	18.905	20.143
August 1, 2003	Full-time	17.047	18.164
	Part-time	19.094	20.344
Dietary Aide			
January 1, 2003	Full-time	14.892	15.793
	Part-time	16.679	17.685
May 1, 2003	Full-time	15.189	16.108
	Part-time	17.012	18.038
August 1, 2003	Full-time	15.340	16.269
	Part-time	17.182	18.218
Porter 1			
January 1, 2003	Full-time	14.989	15.897
	Part-time	16.788	17.805
May 1, 2003	Full-time	15.288	16.214
	Part-time	17.123	18.161
August 1, 2003	Full-time	15.440	16.376
	Part-time	17.294	18.342

Classification	Position	Start	After 1 Year
Porter 2			
January 1, 2003	Full-time	13.608	14.430
	Part-time	15.241	16.161
May 1, 2003	Full-time	13.880	14.718
	Part-time	15.545	16.484
August 1, 2003	Full-time	14.018	14.865
	Part-time	15.700	16.648
Housekeeping/Laundry Aide			
January 1, 2003	Full-time	14.892	15.793
	Part-time	16.679	17.688
May 1, 2003	Full-time	15.189	16.108
	Part-time	17.012	18.041
August 1, 2003	Full-time	15.340	16.269
	Part-time	17.182	18.221
Maintenance			
January 1, 2003	Full-time	15.637	16.582
	Part-time	17.513	18.572
May 1, 2003	Full-time	15.949	16.913
	Part-time	17.863	18.943
August 1, 2003	Full-time	16.108	17.082
	Part-time	18.041	19.132
Janitorial			
January 1, 2003	Full-time	14.892	15.793
	Part-time	16.679	17.688
May 1, 2003	Full-time	15.189	16.108
	Part-time	17.012	18.041
August 1, 2003	Full-time	15.340	16.269
	Part-time	17.182	18.221
Student			
January 1, 2003		8.490	9.007
May 1, 2003		8.659	9.187
August 1, 2003		8.745	9.278
Personal Support Worker (PSW)			
January 1, 2003	Full-time	15.442	16.347
	Part-time	17.300	18.308
May 1, 2003	Full-time	15.750	16.673
	Part-time	17.646	18.674
August 1, 2003	Full-time	15.907	16.839
	Part-time	17.822	18.860
Activity Assistant			
January 1, 2003	Full-time	15.850	16.758
	Part-time	17.754	18.770
May 1, 2003	Full-time	16.169	17.093
	Part-time	18.109	19.145
August 1, 2003	Full-time	16.330	17.263
	Part-time	18.290	19.336

SCHEDULE "B"**PART-TIME EMPLOYEES**

This schedule forms **part** of the Agreement between the Broadview Foundation, Chester Village Division and the Canadian Union of Public Employees, Local 3224.

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or **part** by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except *salary*, vacation pay, stand-by pay, call-back pay, reporting pay, responsibility allowance, **jury** and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to eleven percent (11%) of his/her regular straight time hourly rate for all straight time hours paid. In the second year of the Agreement (i.e. January 1,2000) there will be an increase from 11% to 12% in lieu of benefits.

Letter of Understanding #1

Between

**BROADVIEW FOUNDATION
Chester Village Division**

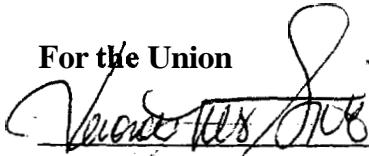
And

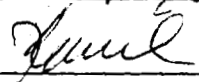
The Canadian Union of Public Employees, Local 3224

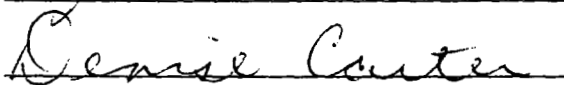
Re: Article 13.08: Amount of Paid Sick Leave

This is to confirm that, during negotiations, the Union **and** the Employer agreed to continue the Employer's practice of ceasing to pay sick leave once the employee's accumulated sick bank **has** been exhausted, Accumulation will resume when the employee returns to work.

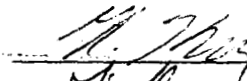
For the Union

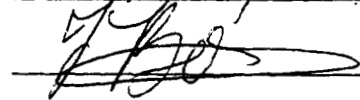






For the Employer





Letter of Understanding #2

Between

**BROADVIEW FOUNDATION
Chester Village Division**

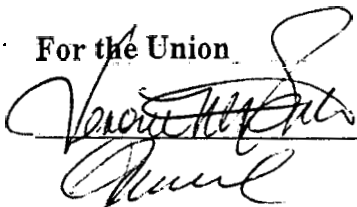
And

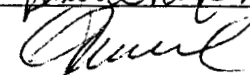
The Canadian Union of Public Employees, Local 3224

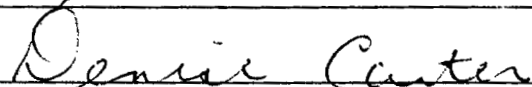
Re: Article 13.13: Extended Sick Leave

This is to confirm that, for the purposes of Scheduling, employees who are off on sick leave in excess of two (2) weeks shall call their Supervisor once a week to update him/her on their condition and possible date of return. If possible, the employee shall notify his/her Supervisor two (2) weeks in advance of his/her return.

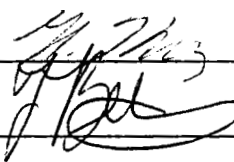
For the Union

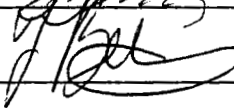






For the Employer





Letter of Understanding #3

Between

**BROADVIEW FOUNDATION
Chester Village Division**

And

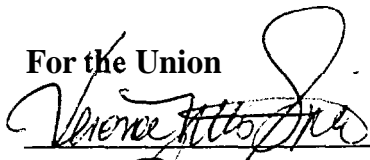
The Canadian Union of Public Employees, Local 3224

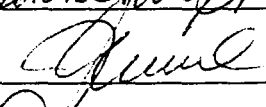
Re: Lateness

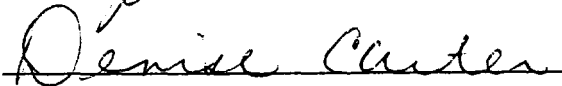
This to confirm that during negotiations the Union and the Employer agreed to the following policy for the duration of the Collective Agreement. This letter does not form **part** of the Collective Agreement:

“An employee who arrives more than thirty (30) minutes late and has failed to inform his/her supervisor or the charge nurse on duty, unless due to good **and** sufficient reason, will have his/her shift replaced in accordance with Article 14.18.”


For the Union








For the Employer

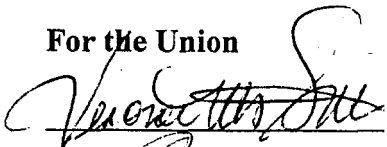
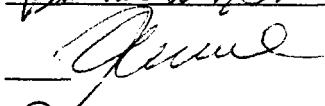




Letter of Understanding #4**Between****BROADVIEW FOUNDATION
Chester Village Division****And****The Canadian Union of Public Employees, Local 3224**

Despite the language in Article 2.09 an employee will not have access to notes or records contained in his/her employee file which are prepared by the Employer as part of an ongoing disciplinary investigation until the disciplinary process is complete. If these notes or records contain references to the names of witnesses or other references which would allow the employee to identify these witnesses, then the employee will only be able to view these notes or records after they have been sanitized to protect the confidentiality of witnesses. However, this clause will not apply if the matter is processed in accordance with the provisions of Article 7 and 9 of the Collective Agreement, unless the witness will not be testifying for the Employer at an arbitration under Article 9 of the Agreement,

For the Union



 Denise Carter

For the Employer

