

SOURCE	85		
EFF.	76	9	13
TERM.	78	10	14
No. OF EMPLOYEES	177		
NOMBRE D'EMPLOYÉS	177		

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL CARE CORPORATION

owning and operating Central Park Lodge
at Kitchener, Ontario

and

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

EXPIRES: DECEMBER 14, 1998

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COLLECTIVE AGREEMENT

Between:

CENTRAL PARK LODGES - KITCHENER, WESTHEIGHTS

and

CHRISTIAN LABOUR ASSOCIATION OF CANADA.

Expires: December 14, 1998

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain bargaining relations between the Employer and those of its staff at its Nursing Home at Kitchener, Ontario, for whom the Union is the bargaining agent as set out in Article 2 of this Agreement and to provide orderly procedure for the prompt and equitable disposition of grievances, for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties hereto to cooperate and harmoniously work together in the promotion of the highest standard of care for the residents in the Nursing Home.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all purposes of *The Labour Relations Act of Ontario* for all employees of the Employer at its Nursing Home mentioned in paragraph 1.01 hereof, save and except Registered and graduate nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor and office staff.
- 2.02 A full time employee shall mean an employee covered by this agreement who is committed to and is regularly scheduled to work more than forty-five (45) hours bi-weekly, exclusive of overtime.
- 2.03 A part time employee is one who is committed to and is regularly scheduled to work forty-five (45) hours or less bi-weekly, exclusive of overtime.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer agrees that for the duration of this Agreement it will not enter into any other Agreements or contracts with any of the employees in the bargaining unit, either individually or collectively which will not conform with the provisions of this Agreement

- 3.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or nonmembership in the Union.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular union dues designated by the Union. The Employer will also deduct any authorized initiation fees.
- 4.02 Such dues shall be deducted bi-weekly and in the case of newly hired employees, such deductions shall commence on the first pay period following the date of hire.
- 4.03 a. The amount of the regular Union dues and initiation fees shall be authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- b. Employees who have not worked in a month and are off for whatever reason for a month or more shall, upon return to work and written notification from the Union, be deducted only two (2) bi-weekly back dues or amount equal to dues in addition to the regular deductions.
- 4.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer any claims or liabilities arising or resulting from the operation of this Article.
- 4.05 The amounts so deducted shall be remitted monthly to the Union, no later than the end of the third week in the month following the month in which the dues were deducted.
- 4.06 The Employer agrees that a Union steward shall be allowed fifteen (15) minutes during regular working hours to interview newly hired employees during their probationary period. The purpose of the meeting will be to acquaint the employees with such representative of the Union and the collective agreement. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Employer.
- 4.07 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union agree that there will be no discrimination exercised or practiced by any of their representatives with respect to any employee because of their membership or non-membership in the Union.

- 4.08 Employees who, because of conscientious objection cannot support the Union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered Canadian charitable organization. Where the Union is satisfied that an employee cannot support the Union because of valid conscientious objection, the Union and the employee will select a charitable organization by mutual agreement and the Union will forward the deducted monies to the organization at the end of each calendar year.

ARTICLE 5 - CONTRACTING OUT

- 5.01 The Employer agrees not to contract out bargaining unit work performed by members of this bargaining unit where such contracting out results directly in the layoff from the unit. It is understood and agreed that placement of employees in other positions within the unit shall not constitute a breach of this provision.
- 5.02 Supervisors excluded from the bargaining unit shall not regularly perform duties normally performed by employees in the bargaining unit which shall result in the layoff of employees in the bargaining unit except for the purpose of training, emergency or Act of God.

ARTICLE 6 - STRIKES **AND** LOCKOUTS

- 6.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slow-down or stoppage of work and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 6.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, this employer shall not lock out any of its employees or deliberately restrict *or* reduce hours of work or lay off employees when such layoff is not warranted by the workload.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it is the exclusive function of the Employer.
- a. To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Home, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed

by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations, the said new rules and regulations shall first be approved and signed by the Head Office of the Employer after which they shall be discussed in detail with the Union Committee and an opportunity afforded to the said Committee to make representations at both the local and Head Office levels of the Employer.

- b. To hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or otherwise discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely at the discretion of the Employer.
 - c. To control the direction of the working forces, the right to plan, direct and control the operation of the Home, the right to introduce new and improved methods, facilities, equipment, the amount of supervision necessary, combining or splitting up of department's work schedules, the number of employees required for the Employer's purpose and the increase or reduction of personnel.
 - d. To exercise any of the rights, powers, functions or authorities which the Employer had prior to the signing of this specifically abridged or modified by this Agreement.
- 7.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement, a claim that the Employer has so exercised these rights shall be the proper subject matter of a grievance.

ARTICLE 8 - UNION COMMITTEE AND REPRESENTATION

- 8.01 The Employer and the Union accept and agree that four (4) members, one of whom must be a part time employee of the bargaining unit shall be appointed or elected **by** the Union or the members of the bargaining unit, together with the union representative shall comprise a Union Committee. The employees so designated shall perform the duties of Union Representatives. Each such employee shall have a minimum of six (6) month's seniority.
- 8.02 The committee. as outlined in Article 8 01 shall be approved by the union to serve on a negotiating committee The Employer will pay the regular rate of pay for no more than four (4) employee members of the Union Committee for all regularly

scheduled working hours lost due to attending negotiations of this Agreement or its successor, including all conciliation proceedings but excluding any arbitration proceeding

- 8.03 The Employer acknowledges the right of the Union and members of the Union committee to assist employees in dealing with or presenting grievances to the Employer or its representative.
- 8.04 The Union acknowledges that the members of the Union committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate Supervisor. Each Union committee member may be permitted by his/her Supervisor during working hours to leave his/her post to assist in the presentation of a grievance. Such consent shall not be unreasonably withheld by the Supervisor. Any member of the Union Committee may be allowed by the Employer such reasonable time as is necessary while in conference with the Employer respecting the presentation or processing of any grievance, including meetings with a grievance settlement officer, in accordance with the provisions of this Agreement.
- 8.05 It is understood and agreed that the Employer may at any time require that grievances be presented and processed outside of working hours if it considers that an undue amount of time is being consumed by any member of the Union Committee, during working hours.
- 8.06 The Employer agrees to advise the Union in writing with a list of supervisors and the Administrator, and to advise the Union promptly of any change in the same; the Union agrees to advise the Employer in writing with a list of the Union committee members and Union Representative and to advise the Employer promptly of any change in the same.

ARTICLE 9 - BULLETIN BOARDS

- 9.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. The Union committee members shall have exclusive access to the union bulletin board.

ARTICLE 10 - PROBATION PERIOD

- 10.01 A newly hired employee must successfully complete a probationary period of fifty (50) days worked or 375 hours worked (which would include days not worked but

paid for by the Employer) whichever is the longer

- 10.02 Upon completion of the probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.
- 10.03 In the event that the Employer wishes to extend an employee's probation period, the Employer shall discuss the matter with the members of the Union Committee, Extensions shall not be implemented without consultation and mutual agree of the Union Committee.

ARTICLE 11 - SENIORITY AND SERVICE

- 11.01 Seniority shall be recognized by the Employer and shall accumulate for all employees on the basis of hours worked and paid for; hours not worked and paid for by the Employer and hours paid by W.C.B. for a period of 12 months. In the case of Maternity, Parental and Adoption leaves, seniority shall accumulate as per government regulations. Seniority will be considered as date of hire for the purposes of layoff and, as of June 1, 1998, for vacation. For job postings, seniority will be based on hours worked.
- 11.02 Whenever they are used in the Collective Agreement, the terms "seniority" and "service" shall be deemed to refer to the length of employment subject to the following conditions.
 - a. It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue;
 - b. during an unpaid absence exceeding thirty (30) continuous calendar days, other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended. In addition, the employee will be responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Subject to Article 21.03, an employee on maternity leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence;
 - c. it is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff, shall be suspended and not accrued during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity leave and for a period of one (1) year if an

employee's absence is due to a disability resulting in W.C.B. benefits

- 11.03 For wage grid only, employees within their classifications will progress from the "start rate" to the "one year rate", etc., on the basis of 1800 hours worked,
- 11.04 Promotion will be based on seniority. provided that the candidates' qualifications for the job concerned are approximately equal. Seniority will also govern demotion and transfers, layoffs, recalls and reduction in staff, except in the case of employees who, because of their qualifications, should not be demoted, transferred or laid off in the interest of efficiency and safe operations.
- 11.05 The Employer and the Union recognize that the ability and efficiency of individual employees affect to a large extent the care, welfare, safety and comfort of residents in the Home.
- 11.06 The Employer will prepare a seniority list of all the employees in *the* Bargaining Unit. The list will be prepared chronologically by hours showing the employees' names, classifications and seniority starting dates. The list will be supplied to the Union office and the Union Committee in January and July of each year.
- 11.07 An employee shall lose all seniority and shall be deemed to have quit the employee of the Home is he/she:
 - a. voluntarily quits the employ of the Employer;
 - b. is discharged for cause and the discharge is not reversed through the grievance procedure;
 - c. is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given and such employee shall be deemed to have quit the employ of the Employer without notice;
 - d. leaves the Home's premises during regular working hours without notifying the employee's immediate supervisor or the registered nurse on duty;
 - e. fails to report to work within seven (7) calendar days after being notified by the Employer following layoff.
- 11.08 The Employer shall give a minimum of two (2) weeks notice of termination of employment or shall pay a minimum of two (2) weeks wages in lieu of notice except in cases of dismissal for cause or termination during the probationary period. Notwithstanding the foregoing, in the event that the Employer must, by law, provide a longer notice of termination or pay a greater sum in lieu of notice, the Employer must provide such longer notice or pay such greater sum. Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.
- 11.09 Temporary Transfers
When an employee is assigned temporarily to perform the duties and assume the

responsibilities of a higher paying position in the Bargaining Unit, he/she shall be paid the rate in the higher salary range immediately above his/her current rate for all time worked in the higher paying classification.

11.10 Job Transfer

- a. If an employee is transferred to a lower rate classification, the employee shall receive in the new classification, the corresponding rate for such lower rated classification, and shall progress within the scale, according to the length of service
- b. If an employee is transferred to a higher rated classification, the employee shall receive in the new classification, the corresponding rate for such higher rated classification, and shall progress within the scale, according to the length of service.

11.11 Job Posting

- a. When a new job classification is created or any vacancy occurs, the Employer will post a notice of the vacancy for a period of seven (7) calendar days, The notice will specify the classification, department, shift wage schedule and qualifications required. An employee who wishes to be considered for the position posted shall within the posting period, make written application. Such application must be made on the appropriate form and be deposited in the job application box. Any applications which do not follow this format will be deemed ineligible. The name of the successful candidate will be posted immediately after he/she is advised and shall remain posted for a period of three (3) calendar days.
- b. Such vacancy or new job classification shall be filled based on the qualifications, ability to perform the work and seniority of the candidates. In cases where the qualifications and ability to perform the work are equal, seniority shall govern.
- c. In the event the successful applicant, within forty (40) days worked or such longer period as mutually agreed in writing, proves unsatisfactory in the view of the Employer or requests a return to his/her former position, he/she shall be returned to the former position and classification rate without loss of seniority.
- d. Any other employee promoted or transferred as a result of the rearrangement for positions shall also be returned to their former position and classification without loss of seniority.
- e. If no applications to fill such vacancy or new job classification are received from employees. or if no employee who applies is qualified to perform the work, then

the Employer will fill the vacancy or new position in any manner it sees fit.

- f. Copies of all job postings shall be submitted to the Union Committee at the time of posting.
- g. Successful applicants of the job bidding procedure will not be permitted to reapply for any other temporary posted job vacancy, or once a permanent position has been secured, for a period of six (6) months from the date on which the application is granted, unless no other employee applies for the position.
- h. Only the original job and first vacancy from the successful applicant will be posted, Vacancies arising out of the second posting will be filled by the Employer.
- i. When a new classification in the Bargaining Unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. If agreement is not reached on the rate of pay, it may be subject to the grievance procedure,
- j. Employees who are on vacation or a leave of absence for less than thirty (30) days, may indicate in advance, in writing, their desire to apply for a posting, if such posting should occur during their absence. In such a case, the Employer shall fill the vacancy temporarily.

11.12 Responsibility Allowance

When an employee is left to carry out the responsibilities of a salaried employee for a period in excess of one shift, the employee shall receive three dollars (\$3.00) per shift. This payment will only be made when the responsibilities are performed for an entire shift.

11.13 Layoff

Where it is necessary to reduce or alter the working force of employees, the following procedures will apply, provided that it does not prevent the employer from maintaining a work force of employees who are qualified and suitable to do the work available. For full time employees, it is agreed and understood that a reduction in the number of scheduled hours in a week does not constitute a layoff unless a full time employee has his/her hours reduced in excess of seven and one-half (7½) hours or more every two (2) weeks for a period in excess of eight (8) weeks. In the

event that a layoff results in a full time employee(s) bumping into a part time position, the affected classification's part time pool will be reduced by the equitable number of part time positions unless the part time pool is depleted and requires augmenting

Such a reduction shall be seen as a layoff of part time and the affected employee(s) shall be entitled to exercise their bumping rights in accordance with Article 11.14.

11.14 Procedure

For the purpose of layoff and recall, seniority shall be administered using start date of employment, Any employee who is laid off shall:

- i. accept the layoff; or
- ii. displace the employee with the least seniority in the same classification on the same shift for equal or lesser hours to what was regularly scheduled.

Pursuant to (ii), in the event that no employees have lesser seniority in the same classification or shift, the employee will have the right to displace the least senior employee in an equal or lower rated classification or shift provided that the employee can perform the duties without training (other than orientation) and is qualified and has the ability to do the work available.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

The rights to recall period will be ~~twelve (12)~~ ^{Eighteen (18)} months. *PRINTED ERROR*

11.15 Notice of Layoff

The Employer shall give to each employee in the Bargaining Unit who has acquired seniority and who is to be laid off, notice in writing of his/her layoff in accordance with the following schedule.

- a. Up to and including two (2) years' seniority - one (1) week notice.
- b. In excess of two (2) years' seniority - two (2) weeks notice.
- c. Over twelve (12) years seniority - three (3) weeks notice.

Such notice will be handed to the employee and a signed acknowledgment requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

It is agreed that this provision shall not apply to the following when no notice must be given

- a. probationary employees; and

- b. layoff resulting from matters beyond the Employer's control defined to include fire, flood, Acts of God, etc.

11.16 Recall

Laid off employees shall be recalled to their original positions in the reverse order of their displacement through layoff or may be recalled to another position provided that, in the opinion of the Employer, reasonably exercised, the employee is able to satisfactorily perform the work available.

Employees being recalled to work will be advised in writing by registered mail and it is the responsibility of the employee to keep the Employer advised of their current address.

An employee who fails to report to work within seven (7) calendar days of notification from the Employer shall **be** deemed to have quit their position within the Home. No new employees shall be hired until all laid off employees have been given the opportunity to return to work.

ARTICLE 12 - HOURS OF WORK

12.01 The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of a thirty (30) minute meal period. The Employer will use its best efforts to ensure that such thirty (30) minute meal period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees shall be requested to interrupt their meal period. In this event, the remainder of the meal period will be rescheduled for a mutually agreed upon time. **All** employees will be allowed one (1) rest period for each four (4) hour work period, of fifteen (15) minutes duration without reduction in pay and without increase to regular working hours.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and in consultation with the employee involved and with the union.

12.02 a. In order to provide the Home with twenty-four (24) hours continuous service during the seven (7) days in each week, all employees may be required to rotate their thirty-seven and one-half (37½) hour work week over three (3) shifts as necessary. The Employer shall endeavour to maintain employees on regular shifts subject to the needs of the Home.

b. Employees shall be paid a shift premium of forty cents (\$0.40) per hour for all hours worked between five p.m. and six a.m. Where more than fifty percent of

the hours fall within this period the premium shall be paid for all hours worked, Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium shall not form part of the employee's straight time hourly rate

- 12.03 Part time employees may be requested by the Employer to work more than twenty-two and one-half (22½) hours per week averaged over the duty roster cycle, for example. during the summer months, at Christmas - New Year period, and at least on alternate paid holidays. and to replace an employee who fails to report for her scheduled shift if requested at any of these times. It is understood that the Employer will recognize the integrity of the part time position and will not make unreasonable requests for additional work by part time employees. However, it is further understood that unreasonable or consistent refusal by a part time employee to work additional days upon request may result in disciplinary measures, including dismissal being instituted by the Employer.
- 12.04 Except where mutually agreed otherwise between the Employer and the union, shift schedules shall be arranged so that an employee:
- a. is not scheduled to work more than five (5) consecutive days;
 - b. has a minimum of every other weekend off, if full time, and one (1) weekend off in three (3), if part time;
 - c. may exchange shifts with another employee in the same classification in the same department provided that no cost to the employer results.
- 12.05 The Employer agrees to arrange shifts so that full time employees will receive a minimum of twenty-four (24) hours at the change over of shifts and forty (40) hours if there is one day off between change over and sixty-four (64) hours off if there are two days off between change over of shifts. In the event full time 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 provisions, that might arise or accrue as a result of the exchange of shifts.
- 12.06 The Employer shall provide for twelve (12) hours off between scheduled shifts. Should an employee be scheduled to work within twelve (12) hours of his/her previous scheduled shift he/she will be paid for all hours worked in the second scheduled shift at a rate of time and one-half times (1½x) his/her regular rate.
- 12.07 Shift schedules covering a two (2) week period will be posted two (2) weeks in advance. Employees requests for specific days off must be submitted in writing to the supervisor one (1) week in advance of posting

12.08 Employees may give away one (1) shift per pay period to another employee in the same classification in the same department provided that, except in the cases of emergency, they submit such requests in writing forty-eight (48) hours in advance to their supervisor. Such exchanges shall be granted unless just cause is given to the employee, in writing, why the exchange cannot be granted. Furthermore, no employee shall, as a result of such an exchange, work more than ten (10) consecutive days. If there are scheduling difficulties, the employer and the union shall meet to arrive at a mutually satisfactory solution. Such requests will be presented on an approved form.

12.09 Call-in

a. "Call-in" shall mean the calling in to work, at the Employer's request, of an employee on an assigned day off as per the posted schedule.

Those employees who agree to call-in for an alternate day off will be given the same day of the week off in exchange, unless otherwise agreed upon.

b. The Employer shall maintain a list of employees for the purpose of call-ins which is available for inspection by the Union. Employees shall be called in order of seniority, beginning with the most senior employee, until the staff shortage is filled.

c. Call in shifts may not be exchanged

d. Where a call-in is requested within one-half ($\frac{1}{2}$) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked provided he/she completes the shift for which he/she was called in.

e. If the employee reports for work for the purpose of a call-in then the Employer will guarantee a minimum of four (4) hours work.

12.10 There shall be no pyramiding of overtime and/or premium pay under the terms of this Agreement.

12.11 Authorized work performed in excess of seven and one-half (7½) hours per day or seventy-five (75) hours, will be counted as overtime and will be paid for at the rate of time and one-half ($1\frac{1}{2}x$) the employee's regular hourly earnings. An employee who is absent on paid time during his scheduled work week because of sickness, Worker's Compensation, bereavement, holiday or Union leave, on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

12.12 Where time clocks are in use in the home, no employee will be docked for periodic reporting late providing it is on an irregular basis and does not exceed 30 minutes per pay period

ARTICLE 13 - RETIREMENT AGE

13.01 It is understood and agreed that the retirement age is 65 years.

ARTICLE 14 - PHYSICAL EXAMINATIONS

14.01 Before final acceptance for employment all applicants will be required to pass a physical examination at their own expense. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Home, and the results of which shall be made available to the Employer prior to employment. If the employee is unable to arrange for such inclusive examination, the Employer will arrange such examination at the employee's expense.

14.02 In the event the Employer requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see his/her physician. If in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during the working hours without pay.

ARTICLE 15 - PAID HOLIDAYS

15.01 a. Every full time employee will receive pay computed at straight time for each of the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Remembrance Day
August Civic Holiday	Boxing Day

b. A part time employee shall qualify for holiday pay for all holidays listed in Article 15.01 (a) except for Remembrance Day. A part time employee shall qualify for holiday pay if he/she has earned wages on at least twelve (12) days during the four weeks immediately preceding a paid holiday. Holiday pay will be computed on the basis of an average of the number of hours which the employee worked

on the twelve (12) days or more multiplied by the employee's regular hourly rate of pay.

- 15.02 During the term of this Agreement, any employee who works on a paid holiday other than Remembrance Day will be paid on the basis of one-half times ($\frac{1}{2}x$) the rate set out in Schedule "A" for all hours actually worked.
- 15.03 For full time employees Remembrance Day is recognized as a float holiday, which can be taken at any time during the year on the mutual agreement of both the employee and the Administrator of the Home. Should the employee not qualify for payment of the said float holiday, one day's pay may be deducted from the employee's wage entitlement.
- 15.04 There shall be one (1) additional paid holiday that will correspond with Heritage Day. The intent is that there shall be no more than eleven (11) paid holidays. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.
- 15.05 a. Any full time employee who works on a paid holiday may elect either:
- i. to be paid an additional day at their regular rate; or
 - ii. to take an additional day off with pay within thirty (30) days before or after such paid holiday.
 - iii. Should the employee not qualify for payment of a holiday, one (1) day's pay may be deducted from the employee's wage entitlement.
- b. The employee shall notify the Employer prior to the completion of the pay period in which such paid holiday occurs which option he/she intends to exercise. If the employee elects option (ii), he/she shall give the Employer sufficient notice of what time off he/she desires to enable the employer to properly schedule for such time in accordance with this Agreement.
- c. If the employee fails to notify the employer which option he/she intends to elect within the timeframe of (b) above the additional day will be paid out at their regular rate on the payroll in which the paid holiday occurs.
- d. Likewise, if the employee elects option (ii) and has not through, he/she will receive the additional day's pay at their regular rate on the payroll immediately following the expiration of the paid holiday

- 15.06 If an employee is absent on a paid holiday, after being scheduled to work, without just cause, he/she shall forfeit all pay for that holiday
- 15.07 In order to qualify for paid holiday pay, the employee must work his/her full scheduled shift immediately preceding and immediately following the paid holiday concerned. Provided that if an employee is absent from the said shifts or either of them as a result of illness he/she shall nevertheless be entitled to pay for the holiday. The Employer may require that an employee absenting themselves on such account shall, prior to receiving pay for such holiday, furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The provisions of this paragraph shall apply to one (1) holiday for one (1) illness, excepting at Christmas where it would be limited to two (2) holidays.
- 15.08 If one of the above named paid holidays occurs on an employee's regular day *off* or during his/her vacation period, the employee will receive one day's pay computed at the prevailing hourly rates for the job classification applicable or a compensating day off in lieu thereof. This does not apply to part time employees.
- 15.09 Employees will be allowed to accumulate up to three (3) paid holidays in the calendar year for the purpose of having an additional block of time for paid emergency or personal leave subject to the following conditions.
- a. All paid holidays can be accumulated up to a total of three (3) in a bank, except Christmas Day, Boxing Day and New Year's Day, which must be taken as scheduled.
 - b. Banked paid holidays cannot be taken between the period of December 15 through January 15.
 - c. Paid holiday banks must be cleared by December 14.
 - d. Banked paid holidays must not be taken off one day at a time
 - e. Employees must declare their intentions to bank any paid holidays by January 31, in writing, and also designate what holidays they want to bank.
- 15.10 All paid holidays which fall during a part time employee's probationary period will be paid to the employee in accordance with the Collective Agreement on completion of the probationary period.

ARTICLE 16 -VACATIONS

- 16.01 For the purpose of calculating eligibility, the vacation year shall be the period from June 1 of any year to May 31 of the following year. The Employer will annually post a vacation entitlement list. after May 31st.
- 16.02 Full time and part time employees shall receive vacation pay equal to a percentage of gross earnings for work performed up to May 31 in any year from June 1 of the previous year.
- 16.03 A blank vacation schedule for the coming vacation year shall be posted during the period March 12 to April 15. Employees shall note their vacation preference *on* the schedule by April 15. The Employer shall post the confirmed vacation schedule by May 15. The assignment of vacations within a department shall be based on the employee's request and in accordance with seniority as defined in Article 11.01 but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home. Employees whose vacation preference cannot be accommodated in keeping with the above, or who wish *to* change their schedule, shall be rescheduled as the requests are received.

Once the finalized vacation requests are approved on May 15th, then all remaining vacation requests shall be approved on a first come first served basis. Furthermore, senior employees will not be able *to* use their seniority to bump a junior employee for vacation time after May 15th. All such vacation requests shall be responded to by the supervisor within three (3) working days.

- 16.04 Vacations are not cumulative from year to year and all vacations must be taken within the vacation year.
- 16.05 a. Employees shall request vacation one week prior to the posting of the duty roster. If the request is granted and was requested at least three (3) weeks in advance, a separate vacation pay advance cheque will be provided, upon request.
- b. Should an employee wish to change his/her scheduled vacation, he/she shall request the amended vacation period at least one (1) week prior to the posting of the duty roster. Should there be not operational restrictions caused by such a request, the vacation may be granted.
- c. Effective June 1, 1998, part time employees shall be paid their vacation pay on the second full pay period in June of each year unless otherwise requested under (a) above

16.06 Employees who have lost their seniority and have terminated their employment as set out in Article 11 herein, between vacation periods shall, on termination of employment, receive their earned vacation pay with the next regular payroll,

16.07 Employees shall be entitled to vacation according to the following schedule:

Period Worked (Years)	Time Off	Vacation Pay
Less than 1 year	1 week	4%
1 yr but less than 3 yrs	2 weeks	4%
3 yrs but less than 8 yrs	3 weeks	6%
8 yrs but less than 15 yrs	4 weeks	8%
15 yrs but less than 25 yrs	5 weeks	10%
25 yrs or more	6 weeks	12%

16.08 Employees shall take vacations in segments which are at least one week in duration unless agreed otherwise with the Employer, ~~and during the summer vacation periods shall not take vacations which exceed two weeks in duration.~~

AB 2.3. 100% AB BC OK.

ARTICLE 17 - MEALS

17.01 Employees are at liberty to bring their own meal, provided that such employees in no way interfere with the comfort and enjoyment of the residents. If an employee wishes to take meals provided by the Nursing Home, the employee shall be charged a reasonable amount communicated to the employee in advance.

17.02 An employee required to work more than three (3) hours overtime in one (1) day will be entitled to a free meal at the Nursing Home.

ARTICLE 18 - UNIFORMS

18.01 The uniform allowance for full time employees will be nine dollars (\$9.00) per month. The uniform allowance for part time employees will be four dollars and fifty cents (\$4.50). This amount is not to be included in the wage rates listed in Schedule "A" or any other purpose.

18.02 Uniform allowance shall be paid to employees by separate cheque on or before December 1 of each year

ARTICLE 19 - PAY DAYS

- 19.01 Employees will be paid every second Friday for the two (2) week period ending on the Friday of the previous week.
- 19.02 In the event of an overpayment on an employee's pay in an amount not exceeding one (1) day's pay, the correction shall be made in the pay period following the date in which the overpayment comes to the Employer's attention. In the event of an Overpayment on an employee's pay exceeding one (1) day's pay, the employee shall reimburse the Employer immediately upon notification of such error. In the event of an error in an employee being underpaid caused by the Employer by one (1) day's pay or more, the Employer will provide corrected payment for the shortfall within, to the best efforts, no more than three (3) business days from the date that it is notified of the error. For errors resulting in a shortfall of less than one (1) day's pay, the Employer will provide corrected payment on the next pay period,

In the case of projected payroll, corrections will be made on the following pay period. The Employer will post notice to this effect. Consideration to special times of the year will be taken, e.g. Christmas holiday period.

ARTICLE 20 -JURY DUTY

- 20.01 a. An employee required to serve jury duty shall be paid the difference between what he/she would have earned for his/her scheduled hours, (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be effected by the employee signing over his/her jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his/her supervisor as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that he/she is not required to attend at court.
- b Where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties on the premises of the Employer, on his/her regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay Where the Employer is unable to reschedule to employee and, as a result he/she is required to attend on a regular day off, he/she shall be paid for all hours actually spent at such hearing at his/her regular straight time hourly rate.

It is agreed if this occurs on the employee's scheduled working day, the employee will be paid as above.

ARTICLE 21 - LEAVES OF ABSENCE

21.01 Union leave

- a. The Employer shall grant leaves of absence to employees 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 Nursing Home. In requesting such leave of absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.
- b. It is understood and agreed that where such leave of absence for attendance at Union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) wages together with any other administrative costs.

21.02 Bereavement Leave

- a. When a death occurs in the immediate family of an employee, the employee shall be granted leave up to a maximum of four (4) days without loss of pay ending with the day after the funeral.
- b. It is agreed that immediate family shall mean mother, father, mother-in-law, father-in-law, husband, wife (including common law spouse), son, daughter, step children, step parent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, legal guardian, grandparent or grandchildren.
- c. When the death of a niece or nephew occurs, the employee shall be granted one (1) day of leave without loss of pay ending with the day after the funeral.
- d. It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- e. An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he/she receives holiday pay, vacation pay or sick leave.
- f. Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

21.03 Leave of Absence for Pregnancy

Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- a. An employee who is pregnant shall be entitled upon her application therefor to a leave of absence of at least 17 weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of 11 weeks immediately preceding the estimated day of her delivery. The employee will furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion. The employee shall give her Employer 2 weeks notice in writing of the day upon which she intends to commence her leave of absence, unless impossible.
- b. The employee must have at least thirteen (13) weeks continuous service with the Employer prior to the beginning of the leave of absence.
- c. An employee on pregnancy leave, who is in receipt of Employment Insurance benefits, will be paid the difference between the E.I. payment and seventy-five percent (75%) of the employee's regular earnings, as defined **by** the Employment Insurance Commission.
 - i. The supplemental employment benefit is financed by the Employer's general revenues.
 - ii. Supplemental payments will be kept in a separate account apart from payroll records.
 - iii. Employees must prove they have applied for and are in receipt of employment insurance benefits in order to receive payments under the plan. The supplemental plan is not payable for a period during which an employee is not in receipt of EI benefits (i.e. initial two weeks).
 - iv. Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
 - v. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
- d. The employee shall give at least 2 weeks notice of her intention to return to work. Where the actual day of delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of 6 weeks

following the actual date of her delivery. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested upon giving the Employer two weeks notice of her intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be granted under paragraph 21.05.

- e. The Employer may require the employee to commence a leave of absence pursuant to subparagraph (a) at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- f.. An employee who does not apply for leave of absence under subparagraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with subparagraph (a) upon providing the Employer before the expiry of 2 weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon, in his opinion, delivery will occur or the actual date of delivery.
- g. An employee who intends to resume her employment on the expiration of the leave of absence granted to her, shall so advise the Employer when she requests the leave of absence and on her return to work the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began, and without loss of seniority or benefits accrued to the commencement of the leave of absence.
- h. Where the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued to the commencement of the leave of absence, and the absence of such a system or practice shall reinstate the employee in accordance with the provisions of subparagraph (g).
- i. Employees on such leave of absence will accrue benefits only to the end of the month in which the leave of absence commences. Benefits will accrue and be paid monthly to the Employer while on such leave of absence. An employee granted pregnancy leave shall retain and accumulate seniority while she is on leave.

21.04 Paid Educational Leave

- a. If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.
- b. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

21.05 Unpaid Leave of Absence

- a. The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he/she receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home, Applicants when applying must indicate the date of departure and specify the date of return.
- b. If leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
- c. Employees who are on leave of absence will not engage in gainful employment on such leave, and if any employee does engage in gainful employment while on such leave, he/she will forfeit all seniority rights and privileges contained in *this* Agreement unless otherwise agreed by the Union and the Employer.
- d. An employee who has been granted a leave of absence of any kind, and who overstays his/her leave, unless he/she obtains permission or provides an explanation satisfactory to the Employer, shall be considered to have terminated his/her employment without notice.
- e. To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit shall accrue to or be paid to any employee on leave of absence.

21.06 Adoption Leave

- a. Where an employee with at least thirteen (13) weeks of continuous employment with the Home is approved to adopt a child through an adoption agency, such employees may be entitled to a leave of absence without pay for a period of up to three (3) months duration or such greater time as required by the adoption agency up to a maximum of six (6) months. Such employee shall, in writing, request of the Employer, as far in advance as possible, the leave of absence upon confirmation of the pending adoption.

- b. It is understood that during such adoption leave, credit for service or seniority for the purpose of determining salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended during the adoption leave. The employee's anniversary date will be adjusted accordingly.
- c. The employee shall be responsible for full payment of subsidized employee benefits for the period of the absence.
- d. An employee returning from adoption leave shall be reinstated to his former position held at the time when his leave of absence began without loss of seniority or benefits accrued to the commencement of the leave of absence.

ARTICLE 22 - HEALTH **AND** WELFARE

- 22.01 a. For the purpose of Article 22, full time employees who are permanently committed to and regularly scheduled to work greater than forty-five (45) hours but less than sixty-seven and a half (67%) hours bi-weekly shall be entitled to all benefits under this Article on a pro-rated basis.
 - b. Every full time employee shall maintain as a condition of employment, membership in the Employer's group insurance plan and **every** new full time employee shall apply for and maintain membership in the Employer's group insurance plan. The monthly premiums payable in advance shall be deducted from the employee's salary. If requested by the Employer, the employee shall sign a form or forms authorizing the deduction from salary of the amount of such premiums and other premium payable for hospitalization and surgical medical coverage contained herein referred to.
 - c. Every part time employee will not be eligible for benefits listed in Article 22, but will receive ninety-five cents (\$0.95) per hour in lieu of benefits.
 - d. Such election must be made within thirty (30) calendar days of attaining the applicable position.
- 22.02 The Employer's group insurance plan includes twenty thousand dollars (\$20,000) of life insurance and weekly salary indemnity on what is commonly known as 1/3/17 basis to a maximum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of earnings to nearest five dollars (\$5.00). The Employer has agreed to pay one hundred percent (100%) of the weekly salary indemnity.

- 22.03 a. The Employer agrees to continue a major medical ten dollars (\$10.00) - twenty dollars (\$20.00) co-insurance plan. The Employer agrees to pay one hundred percent (100%) of the premium for full time employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

The Employer agrees to extend the major medical plan to include coverage for hearing aids purchase, with a lifetime maximum of three hundred dollars (\$300.00) per eligible participant in the plan.

- b. The Employer agrees to a one hundred and twenty-five dollar (\$125.00) vision care plan and to pay one hundred percent (100%) of the premium for full time employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.
- c. The Employer agrees to continue a dental plan (Blue Cross #9 or its equivalent) which is based on the ODA fee schedule which is based on a two (2) year lag to the current ODA fee schedule. The Employer agrees to pay fifty percent (50%) of the premium for full time employees who participate in the plan. If an employee is otherwise covered, the employer shall not be obligated to contribute.

22.04 Employees who have not completed the probationary period shall not be entitled to the benefits and shared arrangements outlined in paragraphs 22.01, 22.02 and 22.03 hereof.

22.05 Sick Leave

- a. Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full time employees on the following basis.
- i. absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits;
 - ii. the Employer shall pay 100% to maintain a weekly indemnity plan. The plan will provide payment to the employee at the rate of 66⅔% of regular earnings from the 1st day of accident, first day of hospitalization, 3rd day of illness for a period of 17 weeks;
 - iii. weekly indemnity participation is voluntary for all employees;
- b. The weekly indemnity plan for new employees will be effective on completion of the probation period.

- c. Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in the hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against his/her vacation credits.
- 22.06 Full time employees will receive in their bank, on the first day of July each year, eight (8) sick days which are not cumulative from one year to the next.
- Cash out of the bank will be as follows.
- i. Sick banks will be paid out per 22.06 (ii) below, on the first full pay period of July each year.
 - ii. 5 days if the employee has 8 days remaining in their bank
4 days if the employee has 7 days remaining in their bank
3 days if the employee has 6 days remaining in their bank
2 days if the employee has 5 days remaining in their bank
1 day if the employee has 4 days remaining in their bank
0 days if the employee has 3 days or less remaining
 - iii. The intent is that there shall be a maximum cash out of 5 days in total.
 - iv. All current sick days banked will be cleared as of the date of ratification of this Agreement and replaced with the bank of eight (8) days noted in Article 22.06 above.
- 22.07 The Employer may request proof of disabling accident or sickness from a legally qualified medical practitioner.
- a. for any absence in excess of two (2) days; and
 - b. for the fourth (4th) and succeeding illness in the sick leave year.
- 22.08 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.
- 22.09 Only normally regularly scheduled working days will be charged against sick leave credits.

- 22.10 Absence for sickness or accident compensable by Worker's Compensation will not be charged against sick leave credits.
- 22.11 An employee who will be absent due to personal illness or injury must notify the Employer at least one hour prior to the commencement of the shift unless impossible, Failure to give such notice will result in the loss of sick leave benefits for that day of absence.
- 22.12 During any illness, the employee will notify the Employer of his intention to return to work as far in advance as possible.
- 22.13 When the employee returns to duty after absence due to personal illness the prescribed form requesting sick leave benefits and any forms required under their Employer's group insurance plan, will be filled out, signed by the employee and delivered by the employee, as soon as possible after returning to duty. The Employer will render assistance in helping the employee to complete the required forms. Claim forms will be made available to employees on report of illness. Failure to follow this procedure will result in the loss of sick pay benefits for the entire period of absence.
- 22.14 Where the Employer requires a sick leave certificate and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate up to a maximum of fifteen dollars (\$15.00).

ARTICLE 23 - RETIREMENT PLAN AND SAVINGS PLAN

- 23.01 The Retirement plan offered to employees shall be a money purchase R.R.S.P. vehicle.
- a. Participation is mandatory for full time employees whose contributions will be matched by the Employer to a maximum of 4%.
 - b. Part time employees participation is voluntary and there is no Employer match for these employees.
- The plan will allow for employees newly hired to join after six (6) months of employment.
- 23.02 The Employer agrees to introduce a voluntary Canada Savings Bond Plan. The details of this plan shall be outlined at a Labour Management meeting with the information distributed to all interested staff.

ARTICLE 24 - HEALTH AND SAFETY COMMITTEE

- 24.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- 24.02 A joint management and employees' health and safety committee shall be constituted with representation of at least half by employees for the various Bargaining Units, and of employees who are not represented by the Unions and who do not exercise managerial functions. The mandate of this committee shall be to identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies be sent to the Employer and to the Union.
- 24.03 Two representatives of the joint health and safety committee, one from management and one from the employees on a rotating basis, designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany his/her on the inspection. Scheduled time spent in all such activities shall be considered as time worked.
- 24.04 The joint health and safety committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of non-fatal cases and required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the Workers' Compensation Board may decide to disclose.
- 24.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 24.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree

that all employees are aware of the requirement to practice universal precautions in all circumstances.

ARTICLE 25 - WORKERS' COMPENSATION

- 25.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply.
- a. the Employer shall continue to pay its share of any and all health and welfare benefits for the month in which the absence commences and for the following twelve (12) months;
 - b. subsequent to the period referred to in (a) above, for a further twelve (12) months, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the above absence;
 - c. an employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of the Agreement, during any absence covered by Workers' Compensation;
 - d. provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of the illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 25.02 In the event that an employee is unable to complete his shift because of a compensable accident, the Employer will pay the employee's wages for the balance of the shift.
- 25.03 In the case of an absence due to a compensable accident, where the anticipated length of absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 11.11) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.
- 25.04 The injured employee shall have a period of two (2) years from the date of injury within which he/she shall preserve the seniority which he/she had accrued up to the time of the accident, and within which he/she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.

- 25.05 If an employee returns to work within the two (2) year period mentioned in Article 25.04 above, he/she shall be returned to his/her former job and shift, if it still exists, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former position.
- 25.06 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the Home, in a classification which is covered by this Agreement, then the returning employee may exercise his/her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 It is the mutual desire of the Employer and the Union that all complaints and grievances be adjusted as quickly as possible, and that an employee does not have a grievance until the matter has been the subject of a complaint. For the purposes of Article 10, the term "working day" shall include the employees regular scheduled day of work, but exclude days off, paid holidays taken and vacation time.

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his/her complaint with his/her supervisor. Such a complaint shall be brought to the attention of the supervisor within eight (8) working days of the incident giving rise to the complaint. The supervisor will respond verbally within five (5) working days of receiving the complaint.

26.02 **Step No. 1**

Should the employee be dissatisfied with the supervisor's disposition of the complaint he/she may request the assistance of a Union committee person, submit a written grievance, signed and dated by the employee, to his/her supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will render a decision in writing within five (5) working days after receipt of the Step No. 1 grievance, in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) working days following the decision under Step No. 1, the employee, with the assistance of a Union Committee person, may submit the written grievance to the Administrator, or, who will deliver a decision in writing within five (5) working

days of receipt of the Step No. 2 written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step of the grievance procedure may be taken.

Step No. 3

Within five (5) working days following the decision under Step No. 2, the grievance may be submitted through the Administrator of the Home to the Regional Coordinator of the Ontario Division, to be discussed at a meeting between the Regional Coordinator of the Ontario Division or designated representative, the grievor(s), and the Union Committee within five (5) working days of the receipt of the grievance, or such other time as is mutually agreed between the Employer and the Union. Either party may have such counsel and assistance as he may desire, and the Union Representative may also be present at the request of either the employee or Employer. The Regional Coordinator of the Ontario Division or designated representative, shall give a written response within five (5) working days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply in Step No. 3 is given. If no written request for an arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

26.03 Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within ten (10) working days of the event giving rise to the grievances. The grievances shall be processed as one grieving subject to all applicable provisions under the grievance procedure.

26.04 Policy Grievance

It is mutually agreed that if either the Employer or the Union have grievance respecting the general interpretation, application or administration of the Collective Agreement, the grievance may be initiated at Step No. 3 of the grievance procedure, as a policy grievance, provided such policy grievance is presented in writing within twenty (20) calendar days of the incident giving rise to the grievance.

26.05 Arbitration Procedure

If 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 nominee to the Board of Arbitration. The other party to the grievance shall within ten (10) calendar days thereafter nominate its member of the Board of Arbitration and the two (2) so nominated shall endeavour within ten (10) calendar days after their appointment to agree upon a third person to act the Chairman of the Board of Arbitration. If the parties are unable to agree upon a third person within ten (10) calendar days after their appointment, then a third person

shall be appointed by the Office of Arbitration of the Ministry of Labour of the Province of Ontario.

- 26.06 Should a grievance not be submitted within the various time limits specified in the Article, the Employer will not be obligated to consider it and the same shall expire and the same subject matter shall not be further considered nor the subject of a further grievance.
- 26.07 Each of the parties shall pay the expense of their own nominee and one-half of the fees and the expenses, if any, of the Chairman.
- 26.08 No person may act as a nominee or arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 26.09 If there should be an accumulation of grievances to be referred to arbitration, one Board of Arbitration shall be considered to deal with all such grievance disputes.
- 26.10 Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the majority of the Board of Arbitration shall be final and binding on both parties to this Agreement. Where no majority of the Board of Arbitration exists, the decision of the Chairman of the Board of Arbitration shall be final and binding.
- 26.11 Nothing in this Agreement shall prevent the parties from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.
- 26.12 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working condition 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 or its residents.
- 26.13 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any provision of this Agreement or to substitute any new provisions in lieu thereof.

The Board shall have no power to decide that a practice or custom is binding unless reduced to writing by the Union and the Employer as such. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable shall be arbitrable.

26.14 Discharge, Suspension **and** Discipline

A claim by an employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or designate within five (5) calendar days after the employee has received notice of discharge. Such grievance will be the subject of a meeting with the Administrator or designate at Step No. 2 of the grievance procedure,

26.15 In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall **be** followed.

- a. The employee shall be notified in writing of the discipline, suspension or discharge, with a copy to the Union Committee and Union Representative. The employee may request the presence of a Union Committee member at the time the disciplinary action is taken.
- b. An employee shall have reasonable access to view his/her personnel file including application form, letters of discipline, evaluations, results from medical examinations, and record of attendance in the presence of his/her supervisor.
- c. Letters of discipline shall **be** removed from an employee's record eighteen (18) months after the date of the discipline, if there is no recurrence, except in cases of proven resident abuse, where the record will remain on file.

ARTICLE 27 - RATES OF PAY

27.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and the hourly rates of pay. A job classification will not be changed for the purpose of evading payment of the minimum rate therein set out.

27.02 **Health Care Aide Classification**

With respect to the Health Care Aide classification, it is agreed that the incumbent must possess a certificate or diploma from a duly accredited and recognized institution. Any employee who has an equivalent certificate or diploma previously recognized by the Employer as equivalent has, from the date of signing this Agreement, two (2) years to obtain the recognized Health Care Aide certificate or diploma from a duly accredited and recognized institution. It is understood that the upgrading of employees as specified within this paragraph is expected to be completed within the specified time frame. The parties will meet to discuss any individual problems which prevent this time frame from being met by the respective employees.

27.03 Retroactivity

- a. Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of December 15, 1996 and to all new employees since that date, on the basis of the agreed wage rates.
- b. Retroactivity will be paid by separate cheque, within two (2) pay periods (bi-weekly) of the Employer being notified of ratification, or the date of receipt of the award of the Board of Arbitration, whichever is applicable.
- c. If an employee should have terminated his/her employment since December 15, 1996, the Employer shall advise the employee by notice in writing, by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due him/her. Copies of the letters sent pursuant to this section, will be provided to the Union.

ARTICLE 28 - NOTICE

28.01 Any notice to any employee, under this Agreement may be given personally or by prepaid registered post addressed to the employee at his/her last address shown on the seniority list on the payroll of the Employer, or by telegram and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

ARTICLE 29 - INVALIDITY

29.01 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.

ARTICLE 30 - INTERPRETATION

30.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the Bargaining Unit and for whom the Union is recognized as the bargaining agent. The provisions of the Agreement shall be read with all gendrical, grammatical, singular and plural changes as required by the circumstances.

30.02 For clarification purposes of when a statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8.00 a.m.

30.03 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.

30.04 There shall be no pyramiding of benefits or payments.

30.05 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 31 - SHARED COST OF PRINTING COLLECTIVE AGREEMENT

31.01 It is agreed that the Employer and the Union will share equally in any cost of duplicating/printing of the Collective Agreement.

ARTICLE 32 - TERMINATION

- 32.01 This Agreement shall come into effect on the 15th day of December, 1996 and will continue in effect until December 14th, 1998 and shall continue automatically thereafter in periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.
- 32.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following receipt of the notification unless mutually agreed otherwise.
- 32.03 If pursuant to such negotiations, an Agreement, or the renewal, or the amendment, of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiry date, namely the 14th day of December for the year for which such notice is given, unless extended by mutual agreement of the parties.

Signed this 13 day of August, 1997

For the Employer

For the Union

James G. Hanks

Kim Beynon

D. Fitzgerald

Linda Zaitchik

Barbara Reidel

[Signature]

SCHEDULE "A" -WAGES

CLASSIFICATION	STEPS	DEC. 15, 1996	DEC. 15, 1997
Domestics/Janitor	Probation	12.61	12.74
	Start	12.82	12.95
	1 year	13.23	13.36
	2 year	13.64	13.78
Laundry	Probation	12.61	12.74
	Start	12.82	12.95
	1 year	13.23	13.36
	2 year	13.64	13.78
Dietary	Probation	12.61	12.74
	Start	12.82	12.95
	1 year	13.23	13.36
	2 year	13.64	13.78
Aides/Attendants	Probation	12.77	12.90
	Start	12.97	13.10
	1 year	13.36	13.49
	2 year	13.80	13.94
Qualified HCA (working within Aide/Attendant classification)/Activity Aide	Probation	12.96	13.09
	Start	13.17	13.30
	1 year	13.56	13.70
	2 year	13.97	14.11
Cook	Probation	13.43	13.56
	Start	13.64	13.78
	1 year	14.05	14.19
	2 year	14.48	14.62
Documentation Nurse	Probation	15.07	15.22
	Start	15.28	15.43
	1 year	15.70	15.86
	2 year	16.09	16.25
RPN	Probation	15.07	15.22
	Start	15.28	15.43
	1 year	15.70	15.86
	2 year	16.09	16.25
Handyman	Probation	12.77	12.90
	Start	12.97	13.10
	1 year	13.38	13.51
	2 year	13.79	13.93

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CENTRAL PARK LODGE, KITCHENER - WESTHEIGHTS
AND
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

RE : PROOF OF DISABLING ACCIDENT OR SICKNESS

The parties agree that "proof of disabling accident or sickness from a legally qualified medical practitioner" shall mean a note from the appropriate medical practitioner (be that a physician, a psychologist, a dentist or a chiropractor) which attests to the disabling accident or sickness on a first party basis.

FOR THE EMPLOYER

D. Kergelen
Shamir O'Leary
Robert Jett

FOR THE ASSOCIATION

Barbara Kiedel
[Signature]
Ken Bryan
Zachutsky

LETTER OF AGREEMENT

Between

CENTRAL PARK CORPORATION
owning and operating Central Park Lodge at Kitchener, ON

And

CHRISTIAN LABOUR ASSOCIATION OF CANADA

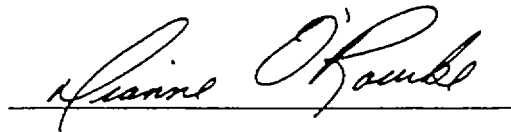
The above-referenced parties hereby agree that the last line of article 11.14 should read:

“The rights to recall period will be eighteen (18) months.”

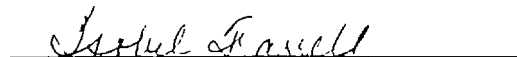
This Letter of Agreement shall become part of the current collective agreement.

Dated this 28th day of August, 1997

Signed



For the Employer



For the Union