

**COLLECTIVE AGREEMENT**

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**BETWEEN:**

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**FOREST HEIGHTS  
LONG TERM CARE CENTRE  
Owned and Operated by  
Central Park Lodges REIT**

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 302**

Effective: December 15, 2004

Expiry: December 14, 2007

11683(04)

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## TABLE OF CONTENTS

ARTICLE 1 – GENERAL PURPOSE

ARTICLE 2 – RECOGNITION

ARTICLE 3 – MANAGEMENT RIGHTS

ARTICLE 4 – RELATIONSHIP

ARTICLE 5 – STRIKES AND LOCK OUTS

ARTICLE 6 – DISCRIMINATION, HARRASSMENT AND VIOLENCE AGAINST WOMEN

ARTICLE 7 – UNION SECURITY

ARTICLE 8 – UNION COMMITTEE AND REPRESENTTION

ARTICLE 9 – UNION LEAVE

ARTICLE 10 – GRIEVANCE PROCEEDURE

ARTICLE 11 – ARBITRATION PROCEEDURE

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

ARTICLE 13 – BULLETIN BOARDS

ARTICLE 14 – PROBATIONARY PERIOD

ARTICLE 15 – SENIORITY AND SERVICE

ARTICLE 16 – TEMPORARY & JOB TRANSFERS

ARTICLE 17 – JOB POSTING PROCEEDURE

ARTICLE 18 – LAYOFF AND RECALL

ARTICLE 19 – HOURS OF WORK

ARTICLE 20 – CALL IN

ARTICLE 21 – CONTRACTING OUT

ARTICLE 22 – RETIREMENT AGE

ARTICLE 23 – HEALTH AND SAFTEY

ARTICLE 24 – PHYSICAL EXAMINATIONS

ARTICLE 25 – PAID HOLIDAYS

ARTICLE 26 – VACATIONS

ARTICLE 27 – MEALS

ARTICLE 28 – UNIFORMS

ARTICLE 29 – PAY DAYS

ARTICLE 30 – JURY DUTY

ARTICLE 31 – BEREAVEMENT LEAVE

ARTICLE 32 – LEAVE OF ABSENCE • PREGNANCY, PARENTAL AND PATERNITY

ARTICLE 33 – PAID EDUCATION LEAVE

ARTICLE 34 – UNPAID LEAVES OF ABSENCE

ARTICLE 35 – HEALTH AND WELFARE

ARTICLE 36 – WORKPLACE SAFETY & INSURANCE

ARTICLE 37 – RATES OF PAY

ARTICLE 38 – RETROACTIVITY

ARTICLE 39 – HEALTH CARE AIDE CLASSIFICATION

ARTICLE 40 – NOTICE

ARTICLE 41 – INVALIDITY

ARTICLE 42 – INTERPRETATION

ARTICLE 43 – SHARED COST OF PRINTING OF COLLECTIVE AGREEMENT

ARTICLE 44 – DURATION OF AGREEMENT

ARTICLE 45 – RETIREMENT SAVINGS PLAN

SCHEDULE "A" – WAGES

LETTER OF UNDERSTANDING #1 – PART TIME / CASUAL

LETTER OF UNDERSTANDING #2 – VACATION ENTITLEMENT

LETTER OF UNDERSTANDING #3 – PERMANENT PART TIME

LETTER OF UNDERSTANDING #4 – SHIFT GIVE AWAYS

LETTER OF UNDERSTANDING #5 – CMI RESULTS

LETTER OF UNDERSTANDING #6 – STAFFING

LETTER OF UNDERSTANDING #7 – PART TIME-FULLTIME RATIO

## **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 -MANAGEMENT RIGHTS**

- 3.01 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 discharge or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 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.

**3.02** 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 4 - RELATIONSHIP

**4.01** 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.

**4.02** 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 non-membership in the Union.

#### **4.03** Labour Management Meetings

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

- a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the collective agreement. **The scheduling of any Labour Management meetings shall be confirmed in writing by the Employer to the Union Chairperson.**
- b) Representatives attending such meeting shall be paid for lost wages from regularly scheduled hours. A CAW National or Local Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

#### **ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 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, slowdown or stoppage of work and shall not otherwise restrict or interfere with the Employer's operations through its members.
- 5.02 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 6 - DISCRIMINATION, HARASSMENT AND VIOLENCE AGAINST WOMEN**

##### **6.01 *RE: HARASSMENT POLICY IN RESPECT OF CAW MEMBERS***

1. Policy  
Harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and the CAW do not tolerate any form of prohibited harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Human Rights Code.

*Harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.*

### 3. Responsibilities

*In order to provide for and maintain an environment free of harassment, the Employer and the CAW will ensure that:*

- *All staff members, volunteers and persons with practising privileges are informed that harassment, including sexual harassment in the workplace, is an offence under the law.*
- *The Employer and the CAW will jointly investigate all complaints.*
- *The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the CAW.*
- *All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.*
- *The following examples could be considered as harassment but are not meant to cover all potential incidents:*
  - i) *Name calling*
  - ii) *Racial slurs or jokes*
    - *Mimicking a person's accent or mannerisms;*
    - *Offensive posters or pictures on paper;*
    - *Repeated sexual remarks;*
    - *Physical contact that could be perceived as degrading;*
    - *Sexual flirtation, advances, propositions;*
    - *Leering*
    - *Comments about a person's sex life.*
    - *Innuendo, gestures or taunting about a person's body, disability, attire or gender*



- 2) The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

#### Procedure

The Employer and the CAW are responsible for advising a complainant when this policy applies; providing education regarding harassment; clarifying options available; identifying and assisting complainants in obtaining counseling; facilitating in the resolution process and informing the complainant of his or her rights to file a formal complaint with the Human Rights Commission, appropriate professional, governing bodies, union or charges under the Criminal Code. In addition, the Employer and the CAW will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the CAW. They may be either verbal or in written form.
2. The Employer and the CAW will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and the CAW.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.

9. At the conclusion of this step the complaint, if unresolved by the complainant, will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

#### 6.04 VIOLENCE AGAINST WOMEN

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary matters.

#### **ARTICLE 7 - UNION SECURITY**

- 7.01 All employees covered by this agreement shall have union dues deducted bimonthly.
- 7.02 The Employer shall deduct bimonthly, union dues as set forth by the Union and shall remit same, together with a list of names and job classifications of all employees from whom the deductions were made to the Secretary-Treasurer of the Union prior to the last day of each bimonthly period for which the deductions were made. The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deduction payment.
- 7.03 The Company shall inform the Union Chairperson of any new employees. A new employee will have the opportunity to meet with a representative of the Union in the employ of the Home for a period of fifteen (15) minutes during the employee's first week of employment without loss of regular earnings. The purpose of the meeting will be to acquaint the employees with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually, for employees by

the Home as part of the orientation program.

- 7.04 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 7.05 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 7.06 The Employers shall remit to the National Union, every four (4) months, a complete list of all employees' names and last known addresses and telephone numbers.

### **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.
- 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 – UNION LEAVE**

### 9.01

- 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 written 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.

## **ARTICLE 10 -GRIEVANCE PROCEDURE**

- 10.01 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.

### **Complaint Stage:**

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) business days of the incident giving rise to the complaint. The supervisor will respond verbally within five (5) business days of receiving the complaint.

### 10.02 **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) business 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) business 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 designate, who will deliver a decision in writing within five (5) business 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) business days following the decision under Step No. 2, the grievance may be submitted through the Administrator of the Home to the Administrator, to be discussed at a meeting between the Administrator or designated representative, the grievor(s) and the Union Committee within five (5) business 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 Administrator or designated representative shall give a written response within five (5) business days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within **thirty (30) calendar days** after the reply in Step No. 3 is given. If no written request for arbitration is received within such **thirty (30) calendar day** period, the grievance shall be deemed to have been abandoned.

#### **10.03 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) business 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.

#### **10.04 Policy Grievance**

It is mutually agreed that if either the Employer or the Union have a 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.

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

- 11.01** 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
- 11.02** 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.
- 11.03** Each of the parties shall pay the expense of their own nominee and one-half of the fees and expenses, if any, of the Chairman.
- 11.04** No person may act as a nominee or arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 11.05** 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.
- 11.06** 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.
- 11.07** 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.
- 11.08 a)** 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.

- b) The Employer and the Union agree that upon joint application of the parties, a private Grievance Settlement/Mediation Officer may be called in to attempt to effect a settlement between the parties in respect to any unresolved grievance. The parties further agree that this process is not meant to delay the prompt processing of any grievance and that the expenses of the Grievance Settlement Officer/Mediator shall be shared 50/50 between the parties.

11.09 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.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

12.01 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.

12.02 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 the Union Representative. The employee shall have the presence of a Union committee member or designate at the time the disciplinary action is taken.

- b) Access to Personnel File

Having provided a written request to the Administrator or designate at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal discipline contained therein, in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

c) Letters of discipline shall be removed from an employee's record **twelve (12)** 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.

12.03 Should the Employer intend to issue any disciplinary action to an employee, such action shall be initiated within ten (10) calendar days of when the Administrator or his/her designate becomes aware of the incident giving rise to the discipline.

### **ARTICLE 13 - BULLETIN BOARDS**

13.01 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 14 - PROBATIONARY PERIOD**

14.01 A newly hired employee must successfully complete a probationary period of **350 hours worked**. The discharge of a probationary employee shall be solely at the discretion of the employer based on a fair reasonable assessment by the employer.

14.02 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. For the purposes of the term "working day" shall include the employee's regular scheduled day of work, but exclude days off, paid holiday taken and vacation time.

14.03 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 agreement of the Union committee.

### **ARTICLE 15 - SENIORITY AND SERVICE**



- 15.01 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 WSIB for a period of twenty four (24) 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 the purpose of job postings, seniority shall be determined as defined herein in Article 15.01. For the purposes of layoff and as of June 1, 1998 for vacation, seniority shall be based on date of hire.
- 15.02 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 two (2) years if an employee's absence is due to a disability resulting in WSIB benefits.
- 15.03 For wage grid only, employees within their classifications will progress from their "date of hire" to the "one year rate" etc., on the basis of 1800 hours worked.
- 15.04 Job Posting will be based on seniority, provided that the candidate's 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.

- 15.05 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.
- 15.06 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.
- 15.07 An employee shall lose all seniority and shall be deemed to have quit the employ of the Home if 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 by registered mail following recall.
- 15.08 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 or pay such greater sum. Employees will endeavor to give a minimum of two (2) weeks notice of termination of employment.

## **ARTICLE 16 – TEMPORARY & JOB TRANSFERS**

- 16.01 The Company shall have the right to temporarily transfer employees from one department to another department or from one classification to another classification for a period not to exceed thirty (30) working days.
- 16.02 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.
- 16.03 It is not the intent of the Company to use temporary transfers as a means of avoiding the posting of permanent job vacancies.
- 16.04 Temporary job vacancies **that are known** to be longer than the temporary transfer period outlined in 16.01 created as the result of illness, occupational or non work related accident, leave of absence or other reasons, may be filled by the Company for the duration of the employee's absence as specified in Article 17 - Job Posting Procedure.

#### **ARTICLE 17 - JOB POSTING PROCEEDURE**

- 17.01 Within five (5) office days from when a new job classification is created or 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 within five (5) office days after the successful candidate is advised and shall remain posted for a period of three (3) calendar days.
- 17.02 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.
- 17.03 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.

- 17.04 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.
- 17.05 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.
- 17.06 Copies of all job postings shall be submitted to the Union committee at the time of posting.
- 17.07 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.
- 17.08 The Employer shall post up to and including the third subsequent vacancy created by the initial posting. Such vacancies will be posted in accordance with Article 17.01 and filled in accordance with Article 17.02. Such vacancies created by the filling of the third vacancy created by the original posting will be filled by the Employer.**
- 17.09 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.
- 17.10 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.
- 17.11 Responsibility Allowance**

When an employee is assigned by the Employer, in writing, or is so designated on the schedule left to carry out the responsibilities of a salaried employee for a period in excess of one shift, the employee shall receive four dollars (\$4.00) per shift. This payment will only be made when the responsibilities are performed for an entire shift. **When the Employer temporarily assigns an employee to carry out the responsibilities of a supervisory person (including RPN's working for RN's), the employee shall receive a premium of \$1 dollar per hour worked exclusive of overtime or premium pay.**

### **ARTICLE 18 – LAYOFF AND RECALL**

#### **18.01a) Layoff**

The Employer, whenever possible, shall give the Union and the employee concerned six (6) weeks' notice of the intention to layoff employees when the layoff is expected to be permanent or long term (in excess of thirteen (13) weeks duration). Such notice of the Union is not in addition to the notice provided to employees. Length of notice to individual employees shall be in accordance with the *Employment Standards Act*. **However, the Employment Standards will be deemed to be amended to provide notice to the affected employees as follows:**

<u>Years of Service</u>	<u>Notice</u>
<b>Greater than 9 years</b>	<b>9 weeks</b>
<b>Greater than 10 years</b>	<b>10 weeks</b>
<b>Greater than 11 years</b>	<b>11 weeks</b>
<b>Greater than 12 years</b>	<b>12 weeks</b>

Layoffs and recalls will be implemented according to seniority, provided that the employee affected has the skill and ability to do the job, with probationary employees laid off first, and the recalls in the reverse order in which they were laid off.

b) Subject to the operations of the Home, the Employer shall make every effort to minimize the effect on regularly scheduled positions, where this can be reasonably accommodated within the work schedule and the operations of the Home.

c) Where hours or shifts have been reduced, the Employer will make every effort to reinstate those hours to the employees who were reduced before new positions are added or an employee is recalled from a full layoff. Where an employee was forced to bump outside her classification to maintain her hours, she will have the option of returning to their original classification before an

employee is recalled from layoff or a new position is added to the classification.

- a) For short term layoffs, (one of less than thirteen (13) weeks duration), the Employer, whenever possible, shall give seniority employees concerned as well as the Union, a two (2) week notice of the intention to layoff employees. Such notice will be included in any notice necessary, should the layoff become long term. This provision shall override the posted work schedule.

An employee whose position is subject to layoff or reduction of hours shall have the right at the employees option to either;

- a) accept the layoff or reduction or
- b) displace an employee who has lessor seniority provided that such a position exists on any shift which is equal or less than their regularly scheduled position. An employee will have three (3) business days following written notification to indicate their choice to the administrator or designate. Failure to indicate within the above time limits will be deemed to mean that the layoff or reduction is accepted. For short term layoff, an employee shall have three (3) business days to indicate his/her choice.
- i) The Employer shall notify employees on layoff of job postings.
- i. No new employee shall be hired until all those fully laid off have been given an opportunity to return to work and have failed to do so, or in accordance with the loss of seniority provisions under Article 15.07 have been found unable to perform the work available.

Laid off Employees shall be entitled to one (1) bump. If an employee bumps an employee holding a temporary position, such employee shall be laid off once the temporary vacancy has expired.

Any grievance with respect to a layoff shall be taken up under the grievance procedure within five (5) working days after the commencement of the layoff but not later.

Employees who accept a permanent job outside the bargaining unit will have their seniority frozen after their thirty (30) day trial period. These employees may come back after the thirty (30) days if a vacancy exists. If the job is temporary, only the employee may return to her former bargaining unit position with full credit for time

spent outside of the unit.

In the event of a layoff the Home shall layoff employees in the reverse order of their seniority.

- a) An employee subject to layoff; or
- b) displace an employee who has lesser bargaining unit seniority and who is qualified and able to perform the duties and who is the least senior employee in the employee's preferred shift.

The decision of the employee to choose (a) or (b) above shall be given, in writing, to the designated home representative within three (3) business days following the notification of layoff. Employees failing to do so will be deemed to have accepted the lay off.

The parties agree that the method of layoff, whether across the Board cuts or seniority layoffs will be mutually agreed between the Employer and the Union at the Labour Management level at time of occurrence.

## 18.02 Recall Rights

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has ability and qualifications to perform the work, before such opening is filled on a regular basis under a job posting procedure. In determining the ability and qualifications as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- b) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) business days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date

and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

- b) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.

A laid off employee shall retain the rights of recall for a period of **thirty six (36) months**.

**18.03** The parties agree that the method of layoff, whether across the board cuts or seniority layoffs will be mutually agreed between the employer and the union at the Labour Management level at the time of occurrence.

#### **18.04 Continuation of Benefits**

In the event of a layoff, provided the employee deposits with the Employer her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period of up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

### **ARTICLE 19 - HOURS OF WORK**

**19.01** The normal hours of work shall be seven and one-half (7 ½) 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. For the purposes of this agreement the night shift shall be considered the first shift of the day.

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



In the absence of a Registered Nurse, the Registered Practical Nurse who has been designated on the schedule as "In Charge" by the Employer, for the night shift, shall be paid for the one half hour lunch period. It is understood and agreed that Registered Practical Nurse must remain in the building during this paid one half hour lunch period.

- 19.02 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 (37 ½) hour work week over three (3) shifts as necessary. The Employer shall endeavor to maintain employees on regular shifts subject to the needs of the Home.
- b) Employees shall be paid a shift premium of **forty-two cents (42¢) 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.
- 19.03 Part time employees may be requested by the Employer to work more than twenty-two and one-half (22 ½) 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.
- 19.04 Except where mutually agreed otherwise between the Employer and the Union, shift schedules shall be arranged in accordance with the following provisions:
- a. an employee shall not be scheduled to work more than five (5) consecutive days;
  - b. a full-time or permanent part-time employee shall receive every other weekend off;
  - c. The employer will schedule part-time employees every other

25

weekend off, except where mutually agreed otherwise between the employee and the employer. For further clarity, where a part-time employee makes herself available to work additional weekends, such time shall be over and above the regular equitable distribution of available shifts to part-time employees;

- d. part-time employees newly hired after December **12, 2002** will be scheduled one in three weekends off while they are members of the part-time classification, unless mutually agreed otherwise between the Employer and the employee to work additional weekends.

- 19.05 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.
- 19.06 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 (**1 ½**) times his/her regular rate.
- 19.07 Shift schedules covering a six (6) 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. It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted work schedule required by the Employer shall be brought to the attention of the employee. Where less than **24** hours notice to cancel a shift/work is given to the employee, the employee will be paid four (**4**) hours straight time wages. It is understood that a call left on an answering machine will be considered notification.
- 19.08 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. It is understood that such give away days shall not result in additional costs for the Employer.

**19.09 Weekend Premium                      Effective Jan 1, 2006**

**The Employer agrees to pay all employees \$.15 cents per hour for all hours worked as a weekend premium payable between the start of the shift commencing on or about 11pm Friday, and the end of the shift ending on or about 11pm Sunday.**

**ARTICLE 20 - CALL-IN**

- 20.01 "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 of in exchange, unless otherwise agreed upon.
- 20.02 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.
- 20.03 Call-ins may not be exchanged.
- 20.04 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.
- 20.05 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.
- 20.06 There shall be no pyramiding of overtime and/or premium pay under the terms of this Agreement.
- 20.07 Authorized work performed in excess of seven and one-half ( $7\frac{1}{2}$ ) 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 ( $1\frac{1}{2}$ ) times 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.

20.08 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 21 -CONTRACTING OUT**

21.01 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.

21.02 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 22 - RETIREMENT AGE**

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

#### **ARTICLE 23 - HEALTH AND SAFETY COMMITTEE**

23.01 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.

23.02 A joint management and employees' health and safety committee shall be constituted with representatives 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 meet at least once a month unless otherwise mutually agreed to by the parties. An agenda will be presented by the parties no less than seven (7) days prior to the meeting. 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. There shall be three (3) elected or appointed union Health and Safety committee members.

23.03 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.

23.04 The joint health and safety committee and the representatives thereof shall have reasonable **access** to the annual summary of data from the Workplace Safety & Insurance Board (WSIB) 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 WSIB may decide to disclose.

23.05 The Union agrees to endeavor to obtain the full cooperation of its members in the observation of all safety rules and practices.

#### 23.06 Residents Having Serious Infectious Diseases

The **Employer will** use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information. 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.

23.08 Each year on April 28<sup>th</sup> at 11:00 a.m., work will stop and one minute of silence will be observed in memory of workers injured or killed on the job. The Union and the Company agree that resident's safety will not be affected.

### 23.09 Staff Abuse

The parties agree that abuse of staff, including threatening behavior, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care environment houses residents who, through no fault of their own, may exhibit aggressively abusive behavior and actions that may be unwelcome to staff. In order to balance those behaviors to the benefit of both the residents and the staff, the parties agree to the following:

The parties agree that if incidents involving aggressive resident's action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work one-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

### **23.10 Resident Abuse**

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees, who attend such in-service outside their regular working hours, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

### **23.11 Influenza**

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been

cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- i) if an employee is pregnant; and
- ii) upon written direction from the employee's physician for an employee **for whom** taking the medication will result in the employee being physically **ill** to the extent that he or she cannot attend work in which case the employee will be entitled to use banked holidays or other banked lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee has been cleared by the public health or the employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for **WSIB** the Employer will not oppose the application.

#### ARTICLE 24 - PHYSICAL EXAMINATIONS

24.01 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.

24.02 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 Employer's time or during the working hours with pay.

24.03 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.

#### ARTICLE 25 - PAID HOLIDAYS

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



New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
August Civic Holiday

Labour Day  
Thanksgiving Day  
Christmas Day  
Remembrance Day  
Boxing Day

Effective January 1, 2001 add an additional float holiday.

- b) A part time employee shall qualify for holiday pay for all holidays listed in Article 25.01 (a) except for Remembrance Day and the float holiday. 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.

25.02 During the term of this Agreement, an employee who works on a paid holiday other than Remembrance Day will be paid on the basis of one-half ( $\frac{1}{2} X$ ) times the rate set out in Schedule "A" for all hours actually worked.

25.03 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.

25.04 There shall be one (1) additional paid holiday that will correspond with Heritage Day (**the 3<sup>rd</sup> Monday in February**). The intent is that there shall be no more than twelve (12) 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.

- 25.05 a) Any full time employee who works on a paid holiday may elect either:
- II. to be paid an additional day at their regular rate; or
  - III. to take an additional day off with pay within thirty (30) days before or after such paid holiday;
  - IV. Should the employee not qualify for payment of a holiday, one (1) day's pay may be deducted from the employee's

wage entitlement.

- c) 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.
- 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.

25.06 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.

25.07 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.

25.08 If one of the above named paid holidays occurs on an employee's regular day off 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.

25.09 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. For clarification, only those statutory days that have been earned may be taken.
- 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.

25.10 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 26 - VACATIONS**

26.01 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 31<sup>st</sup>.

26.02 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. Gross earnings shall be interpreted to mean any monies paid directly to an employee by the Employer for hours worked but paid for by the Employer to the employee within the vacation year.

26.03 A blank vacation schedule for the coming vacation year shall be posted during the period **March 1<sup>st</sup> to April 1<sup>st</sup>**. Employees shall note their vacation preference on the schedule by **April 1<sup>st</sup>**. 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 15.01 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 **April 15<sup>th</sup>**, 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 15<sup>th</sup>. All such vacation requests shall be responded to by the supervisor within three (3) working days.

26.04 Vacations are not cumulative from year to year and all vacations must be taken within the vacation year.

26.05 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) 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.

26.06 Employees who have lost their seniority and have terminated their employment as set out in Article 15 herein, between vacation periods shall, on termination of employment, receive their earned vacation pay with the next regular payroll.

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

Period Worked	TimeOff	Vacation Pay
Less than 1 year	1 week	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 8 years	3 weeks	6%
8 years but less than 15 years	4 weeks	8%
15 years but less than 23 years	5 weeks	10%
23 years or more	6 weeks	12%

26.08 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 a total of three (3) consecutive weeks vacation during the July, August summer vacation period known as the annual summer vacation period.

26.09 All remaining vacation requests must be submitted by **January 31st**. Failure to do so will give the Employer the right to schedule any remaining

vacation time at their discretion for all remaining full time and part time employees who have not chosen their time.

#### **ARTICLE 27 - MEALS**

- 27.01 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.
- 27.02 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 28 - UNIFORMS**

- 28.01 The uniform allowance for full time employees will be **Eleven Dollars (\$11.00)** per month. The uniform allowance for part time employees will be **Six Dollars (\$6.00)**. This amount is not to be included in the wage rates listed in Schedule " A or any other purpose.
- 28.02 Uniform allowance shall be paid to employees by separate cheque on or before December 1 of each year.

#### **ARTICLE 29 - PAY DAYS**

- 29.01 Employees will be paid every second Friday for the two (2) week period ending on the Friday of the previous week.
- 29.02 In the event of an overpayment of 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 30 -JURY DUTY**

- 30.01 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 the 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 31 - BEREAVEMENT LEAVE**

- 31.01
- 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 employee's immediate family shall mean mother, father, mother-in-law, father-in-law, husband, wife (including common law spouse, same sex partner), 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 employee's niece, nephew, aunt or uncle 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. However, vacation will be extended or rescheduled by mutual agreement.
- f) Where it is necessary because of distance, the employee may be provided **up to seven (7) days** additional unpaid leave.
- g) **Spring Internment**

**In the event that the burial does not occur at the time of the funeral, an Employee may save one day of bereavement leave entitlement for the purpose of attending the burial.**

### **ARTICLE 32-Leaves of Absence for Pregnancy, Parental and Paternity Leave**

**32.01** Leave of absence for pregnancy without pay will be granted subject to the following conditions: Pregnancy and Parental leaves will be granted **in** accordance with the Employment Standards Act of Ontario unless otherwise amended.

#### **Pregnancy Leave**

a) An employee who is pregnant shall be entitled upon her application therefore 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 EI 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 34.01

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.

### 32.02 Parental Leave

Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 31.02 of this Agreement. The employee shall give the Employer at least two (2) weeks notice in writing, that she intends to take parental leave.

- a An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- c Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first comes into

the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- d. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

- e. For the purposes of parental leave under Article 32.02 Parental Leave, the provisions under 32.01 (a), (d), (e), (9),(g), (h) and (i) shall also apply.

### 32.03 Paternity Leave

Two (2) days unpaid paternity leave shall be granted to male employees to be taken within ten (10) days of the birth of his child or the date the child first came into care or custody of the employee.

Benefits while on such leaves of absence will accrue and be paid monthly, by the Employer.

## ARTICLE 33 - Paid Education Leave

- 33.01 Effective January 1, 2003 the Employer agrees to pay into a special fund two cents (2) per hour per employee for all hours paid for the purpose of providing paid education leave. Such leave will be upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW effective from date of ratification.

## ARTICLE 34 - UNPAID LEAVE OF ABSENCE

- 34.01 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.

- 34.02 If leave of absence is granted, the employee shall be advised in writing

with a copy to the Union.

- 34.03** 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.
- 34.04** 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.
- 34.05** 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.
- 34.06 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 provision of the Collective Agreement or elsewhere shall not 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 her/his former position held at the time when her/his leave of absence began without loss of seniority or benefits accrued to the commencement of the leave of absence.

**34.07 Leave for Union Office**

An employee who is elected or appointed to office in the CAW - Local 302, upon request, shall be granted a leave of absence without **loss** of seniority and benefits for up to three (3) years.

During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply to only one employee at a time per circumstance as noted above, and that the Union shall provide adequate notice prior to an employee commencing Union Leave of Absence.

In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

#### 34.08 Family Medical Leave

Family Medical Leave will be granted in accordance with and the provisions of the Employment Standards Act 2000.

#### ARTICLE 35 - HEALTH AND WELFARE

- 35.01 a) For the purpose of Article 35, 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 ½) 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 35, but will receive **one dollar and fifteen cents (\$1.15)** per hour in lieu of benefits.
- d) Such election must be made within thirty (30) calendar days of attaining the applicable position.

35.02 The Employer's group insurance plan includes twenty one thousand dollars (\$21,000) of life insurance and weekly salary indemnity on what is commonly known as **1/5/17** basis to a maximum of sixty-six and two-thirds percent (66 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.

35.03 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. **There shall be no limit on drug expenses covered under this plan except where identified by the plan.** If an employee is otherwise covered, the Employer shall not be obligated to contribute. The plan shall include

The Employer agrees to extend the major medical plan to include coverage for hearing aids **purchase to \$500 every five years, coverage to include repairs and batteries** per eligible participant in the plan.

b) The Employer agrees to a **one hundred and forty dollars (\$140.00) vision care plan every 24 months** 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 dental coverage maximum shall be \$1500 dollars.** 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.

d) The employer shall provide **\$200.00** per person, per practitioner, every **12** months for Para Medical coverage. Para Medical practitioners to include; Chiropractor, Naturopath, Podiatrist, Physiotherapist, Speech Therapist, Registered Massage Therapist.

35.04 Employees who have not completed the probationary period shall not be entitled to the benefits and shared arrangements outlined in paragraphs 35.01, 35.02 and 35.03 hereof.

35.05 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 Workplace Safety & Insurance Act (WSIA) 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 66 2/3% of regular earnings from the 1<sup>st</sup> day of accident, first day of hospitalization, 5<sup>th</sup> day of illness for a period of 17 weeks.

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.

35.06 Full time employees will receive in their bank, on the first day of July each year, nine (9) 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 35.06 (ii) below, on the first full pay period of July each year;
  - i. 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
  - ii. The intent is that there shall be a maximum cash out of 5 days in total.
- 35.07 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 (4<sup>th</sup>) and succeeding illness in the sick leave year.
- 35.08 An employee absent by reason of sickness or accident may elect not to take sick leave with pay.
- 35.09 Only normally regularly scheduled working days will be charged against sick leave credits.
- 35.10 Absence for sickness or accident compensable by workplace safety insurance compensation will not be charged against sick leave credits.
- 35.11 An employee who will be absent due to personal illness or injury must notify the Employer prior to the commencement of the shift unless impossible. For evening and night shift two (2) hours notice, one (1) hour for day shift. Failure to give such notice will result in the loss of sick leave benefits for that day of absence.
- 35.12 During any illness, the employee will notify the Employer of his intention to return to work as far in advance as possible.
- 35.13 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.

35.14 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).

### **35.15 Benefit Carrier**

**In the event the Employer considers changing the carrier of health and welfare benefits in place as of the 'date of ratification', Green Shield will be invited to submit a proposal.**

## **ARTICLE 36 -WORKPLACE SAFETY & INSURANCE**

36.01 Where an employee is absent due to illness or injury which is compensable by WSIB, 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 twenty four (24) 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 WSIB compensation;
- d) provided that an employee returns to work within one hundred four (104) consecutive weeks of the date of the illness or injury, time spent on WSIB compensation shall **be** considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

36.02 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.

36.03 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 17) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.

36.04 The injured employee shall have a period of two (2) years from the date of injury within which he/she shall preserve the seniority within 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 WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.

36.05 If, on the recommendation of the WSIB 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 37 - RATES OF PAY**

37.01 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.

#### **ARTICLE 38 - RETROACTIVITY**

- 38.01 a) Retroactivity will be paid for all hours paid by the Employees on the payroll as of December 15, 2001 and to all new employees since that date, on the basis of the agreed wage rates.
- (h) 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.
- (b) If an employee should have terminated his/her employment since December 15, 2001, 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 39 - HEALTH CARE AIDE CLASSIFICATION**

39.01 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.

### **ARTICLE 40 - NOTICE**

40.01 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 41 - INVALIDITY**

41.01 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 42 - INTERPRETATION**

42.01 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 genderical, grammatical, singular and plural changes as required by the circumstances.

42.02 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.

42.03 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.

42.04 There shall be no pyramiding of benefits or payments.

42.05 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 43 - SHARED COST OF PRINTING COLLECTIVE AGREEMENT**

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

**ARTICLE 44 -- DURATION OF AGREEMENT**

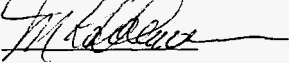
44.01 This Agreement shall become effective from **December 15, 2004** to and including **December 14, 2007**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of ninety (90) days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of notice or within such further period as the parties mutually agree under this Article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

44.02 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.

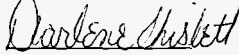
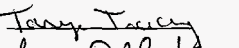

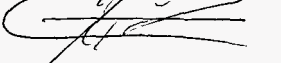
44.03 If pursuant to such negotiations, an Agreement, or the renewal or the amendment of this Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiry date, namely the 14<sup>th</sup> day of December for the year for which such notice is given, unless extended by mutual agreement of the parties.

Dated this 9<sup>th</sup> day of March 2008

For the Employer

  
Crika King  
\_\_\_\_\_

For the Union


**ARTICLE 45 - RETIREMENT PLAN AND SAVINGS PLAN**

45.01 The Retirement plan offered to employees shall be a money purchase R.R.S.P. vehicle, offered on a voluntary basis

- (a) Full time and Part time employees' contributions will be matched by the Employer in one (1) percent increments to a maximum of 4%

The plan will allow for employees newly hired to join after six (6) calendar months of employment.

45.02 The Employer agrees to introduce a voluntary Canada Savings Payroll Deduction Plan. The details of this plan shall be outlined at a Labour Management meeting with the information distributed to all interested staff.

**SCHEDULE "A" WAGES**

Classification	Dec 15/04 2.75% increase	Jan 1/05 RPN Add .25 cents	Dec 15/05 Add 15 cent Pay Equity and 1.75% Increase	Jan 1/06 RPN add .25 cents	July 1/06 1.50% Increase	Dec 15/06 1.50% Increase	Jan 1/07 RPN add .25 cents	July 1/07 1.50% Increase
Domestics	Prob 15.438		15.861		16.099	16.340		16.585
Janitor	Start 15.686		16.113		16.355	16.600		16.849
Laundry	1 Year 16.167		16.603		16.852	17.105		17.362
Dietary	2 Year 16.649		17.093		17.349	17.609		17.873
Aides	Prob 15.626		16.052		16.293	16.537		16.785
Attendants	Start 15.862		16.292		16.537	16.785		17.036
	1 Year 16.320		16.758		17.009	17.264		17.523
	2 Year 16.837		17.284		17.543	17.806		18.073
HCA (PSW)	Prob 15.849		16.279		16.523	16.771		17.023 ✓
Activity Aide	Start 16.096		16.530		16.778	17.030		17.285
	1 Year 16.554		16.996		17.251	17.510		17.773
	2 Year 17.036		17.487		17.749	18.015		18.285
Cook	Prob 16.401		16.841		17.094	17.350		17.610
	Start 16.649		17.093		17.349	17.609		17.873
	1 Year 17.130		17.582		17.846	18.114		18.386
	2 Year 17.634		18.095		18.366	18.641		18.921

Handyman	Prob	15.626		16.052		16.293	16.537		16.785
	Start	15.862		16.292		16.536	16.784		17.036
	1 Year	16.343		16.782		17.034	17.290		17.549
	2 Year	16.824		17.271		17.530	17.793		18.060
DOC Nurse *R.P.N.	Prob	18.328	18.578	19.056	19.306	19.596	19.890	20.140	(20.442)
	Start	18.575	18.825	19.307	19.557	19.850	20.148	20.389	20.704
	1 Year	19.066	19.316	19.807	20.057	20.358	20.663	20.913	21.227
	2 Year	19.527	19.777	20.276	20.526	20.834	21.147	21.397	21.718
	3 Year	19.805	20.055	20.559	20.809	21.121	21.438	21.688	22.013

\*R.P.N Classification - Add to wages .25 cent professional recognition  
Effective Jan **1, 2007**

### PAY EQUITY

It is understood that the above payments are inclusive of pay equity payments which satisfy all obligations under the Pay Equity Plan. If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments would provide for a greater benefit, the Employer will be required to pay such monies to the employees otherwise entitled.

### LETTER OF UNDERSTANDING # 1

RE: CASUAL EMPLOYEES

In the interest of establishing a casual pool of employees to alleviate staff shortages, it is agreed to establish the following class of employees. The parties agree on the addition of this classification with the following conditions:

1. Casual employees will not form part of the regular part time pool. Furthermore, the regular part time pool must be exhausted at straight time rates before offering call in time to a casual employee. Scheduling provisions as outlined in Article **19** shall not apply. These

casual employees will not receive the same consideration of having every other weekend off.

2. No health insurance, in lieu or retirement benefits provided under this collective agreement will be available. Any other benefits will be solely those required under the Employment Standards Act.

3. Casual employees shall not be eligible to initiate shift switches, or, accept regularly scheduled shifts from other staff, without the mutual agreement of the Employer and the affected employees.

4. Casuals will only be considered eligible for any posted positions after all applications from regularly scheduled employees have been considered.

5. The number of casual employees is set at 10. Any amendments to this number or allocation will be set by the employer in consultation with the Union and shall be reviewed on a quarterly basis by the **union/management** committee.

6. Regular employees requesting a transfer to casual part time status will do so in writing and provide such request in writing to their supervisor. The Employer will give reasonable consideration to the request. The approval will be at the sole discretion of the employer. In no case shall the number of casuals exceed the number agreed to in paragraph 5, or the number that the parties have mutually agreed upon.

7. Casual Part time employees will lose their seniority for any of the following reasons:

- a) continuous non employment of three months
- b) failure to meet any of the following requirements:

- i) Casual employees shall be required to be available one of the following, Christmas Eve and Christmas Day, or New Years Eve and New Years Day.

- ii) Casual employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

8 The Employer agrees to provide to the union chairperson, upon request, a list of all casual employees and the totals of hours worked during each six week period that corresponds to the six week work

schedule.

**9** With respect to any employment conditions not stated, **it is** intended the employee will be treated as a part time employee under Appendix **A** of the collective agreement

### **LETTER OF UNDERSTANDING# 2**

#### **RE: VACATION ENTITLEMENT**

It is agreed and understood that employees with four **(4)** or more weeks of vacation entitlement, may retain one (1) week of vacation, which may be requested as five (5) individual days as per the terms of the Collective Agreement.

It is further agreed and understood that these individual days will not be requested during peak vacation/Christmas/New Years periods and shall not exceed five (5) days per vacation year.

### **LETTER OF UNDERSTANDING# 3**

#### **RE: PERMANENT PART TIME**

The above referenced parties hereby understand and agree to the following:

Current Permanent Part Time positions are scheduled four **(4)** hours per shift, ten **(10)** shifts per pay period.

When replacing a scheduled shift, eligible, regular part time staff will be called in order of seniority, on a building wide basis. If all eligible, regular part time staff have been called and the shift remains vacant, permanent part time staff will then be called in order of seniority, to fill the shift before full time staff are called for an alternate day off.

As per the Collective Agreement, "it is 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". Call-in expectations are less for permanent part time staff as opposed to regular part time staff because permanent part time staff are scheduled for ten (10) shifts in a pay period.

### **LETTER OF UNDERSTANDING# 4**

#### **RE: SHIFT GIVE A WAYS**

The above referenced parties hereby understand and agree to the following:

- Give a ways will be granted to RPN's and to Dietary Aides as long as there are three (3) people remaining on the call-in list in each classification regardless of the day of the week.
- Give a ways will be granted to HCA's as long as there are ten (10) people remaining on the call-in list regardless of the day of the week.
- For Cooks and those employees in maintenance, give away requests will be handled on an individual basis because of the low level of staff in these classifications.

### **LETTER OF UNDERSTANDING # 5**

#### **RE: CMI RESULTS**

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union with staffing mix information for the bargaining unit, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels in the bargaining unit, and to provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues. The parties may invite additional participants to attend the meeting to support constructive review and discussion.

### **LETTER OF UNDERSTANDING # 6**

The Union (CAW and its Local 302) commits to support the Employer in its efforts to resolve the Home's current staffing availability and presence, as scheduled, especially on weekends and holidays.

### **LETTER OF UNDERSTANDING # 7**

#### **PART TIME - FULL TIME RATIO**

The Employer will not split a full time position into two or more part time positions without discussion and agreement from the Union. Such agreement shall not be unreasonably withheld.

