

**COLLECTIVE AGREEMENT**

**BETWEEN**

**EXTENDICARE (CANADA) INC.  
("the Employer")**

**- AND -**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
Locals 302, 830, 1120 and 2458  
("the Union")**

**(FULL-TIME)**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 See Schedule "B" attached hereto and forming part of this collective agreement. The homes included on this schedule may be modified from time to time by mutual agreement between the Union and the Employer.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, 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 Nursing Home;
  - (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union. The Employer agrees to consider any representation made by the Union on a province-wide basis concerning any change in rules or introduction of new rules;
  - (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion or demotion, may be the subject of a grievance and dealt with as hereinafter provided. The discharge or discipline of a probationary employee shall be at the sole discretion of the Employer and shall not be done in an arbitrary, discriminatory or bad faith manner;
  - (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and

improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01           Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 4.02           Where the singular is used, it may be deemed to mean the plural within the appropriate context.
- 4.03           Full-time employees are hereby defined to be those persons regularly scheduled on the average more than forty-five (45) hours bi-weekly who have completed the probationary period described in Article 9.02.
- 4.04           Full-time employees shall be known as probationary employees until they have worked fifty (50) days.

#### **ARTICLE 5 - UNION SECURITY**

- 5.01           The Employer and the Union agree that every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status or handicap. The Employer agrees to abide by the terms of the *Ontario Human Rights Code*, as it may be amended from time to time. The parties further agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them, or their representatives by reason of union membership or lawful activity.
- 5.02           The term ‘spouse’ or ‘partner’ as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 5.03   (a)       All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.



- (b) The Employer shall, when remitting such dues, shall supply the Union with the name, current address, classification and other relevant information of the employees.
- (c) Deductions commence upon hire and dues shall be forwarded to the Union Office on or before the last day of the month, following the month the deductions are made.
- 5.04 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 5.05 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. Whenever possible, such interviews may be permitted during the employee's orientation.
- The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.
- 5.06 **No Harassment/ Bullying**
- (a) The Employer and the CAW are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity, consistent with Extendicare's values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment/bullying.
- (b) Harassment/Bullying is restricted to any grounds prohibited by the Ontario Human Rights Code.
- (c) Harassment/Bullying is defined as a course of unwelcome comment or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment/bullying in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.
- (d) The following examples could be considered as harassment/bullying but are not meant to cover all potential incidents:
- name calling
  - racial slurs or joke
  - 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
  - talking about a person's body, disability, attire or sex
  - any form of violent behaviour
- (e) Harassment/Bullying is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably be known to be unwelcome by the recipient and which serve no legitimate work-place purpose. For clarity, harassment /bullying does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (f) Where a bargaining unit member complains of harassment/bullying by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the CAW. The Employer and the Union will then initiate and complete a joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. If the complaint directly or indirectly involves the complainant's supervisor or Union Chairperson he or she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet and timely fashion.
- (g) Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.
- (h) In support of providing and maintaining an environment free of harassment/bullying, the Employer and the CAW will ensure that all staff members, volunteers and persons with practicing privileges in the facility are informed that harassment/bullying, including sexual harassment, in the workplace, is an offence under the law.

## **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Ontario Labour Relations Act, as amended.

## **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

- 7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the Nursing Homes in the Extendicare chain in the Province of Ontario, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each Nursing Home.
- (b) If negotiations are carried on individually for any or all of the Nursing Homes in the Extendicare chain in the Province of Ontario, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of up to two (2) employees from the full-time bargaining unit, and two (2) employees from the part-time bargaining unit, one (1) of which shall be the Union Chairperson.
- (c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (d) The Nursing Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- (e) Where the parties participate in group bargaining, the Employer agrees to provide alternative days off in the case where an employee is bargaining on a day off. In the case of a part time employee such alternative days will be capped at two per calendar week. These bargaining days will be treated as days worked for which the employee will receive pay for the hours she would have regularly worked.
- 7.02 The Employer will recognize a Union Administrative Committee which shall consist of a Union Chairperson and up to three (3) additional committee persons from each bargaining unit, all selected from the members of their respective bargaining units. No more than two (2) committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be employees of the Employer who have completed their probationary period.
- 7.03 (a) The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.
- (b) Notwithstanding the above, the Employer agrees that requested time off during working hours for Union Administrative activities will not be arbitrarily withheld.

- (c) The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage.

7.04      **Labour-Management Committee**

- (a) 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.
- (b) 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 proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents, work load issues, and any other subject that would not violate the stipulations set out above.
- (c) A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.
- (d) It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

7.05      The Employer and the Union agree that the Union Chairperson shall be retained at work during any layoffs or reduction in hours during her term of office, as long as she is qualified and able to perform any available bargaining unit work.

**ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

8.01      **Complaints and Grievances**

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- (b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

An employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the

question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

### Step Number 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the employee may have his steward and that the CAW Union Representative or a National Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

### Step Number 3

Should the Administrator fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within ten (10) working days after the decision under Step Number 2 is given, or within ten (10) working days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

- 8.02 Any of the time allowances above may be extended by mutual agreement of the parties.
- 8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

#### 8.05 **Discharge Grievance**

- (a) In the event of an employee being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- (b) All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an employee shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.
- (c) Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

#### 8.06 **Employer's and Union's Grievances**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the CAW Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the CAW Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

#### 8.07 **Union Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.08           **Group Grievance**

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09           **Grievance Mediation Procedure**

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

**Arbitration Process**

- (a) When either party requests that a grievance be submitted to an Arbitration Board, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. 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.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.



- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

#### 8.11 **Sole Arbitrator**

In the event that one party wishes to submit a grievance to Arbitration and both parties agree that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall advise the other party in writing of three (3) choices as to a Sole Arbitrator. The recipient of the notice shall reply in writing as to the acceptance of one of the proposed Arbitrators or three (3) alternative choices as to a Sole Arbitrator. If the parties cannot agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration, then either party may request the Ministry of Labour for the Province of Ontario to appoint a Sole Arbitrator.

### **ARTICLE 9 - SENIORITY**

#### 9.01 **Effect of Absence**

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, 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; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this

provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits, illness or other disability.

(d) **Benefits - WSIB or Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity, and leave as set out in Article 24.01 (b) (c) and (d) shall be considered a leave with pay.

9.02 (a) A newly hired employee must successfully complete a probationary period of fifty (50) days worked.

- (b) The seniority of an employee who has completed the probationary period shall date fifty (50) working days prior to the date on which the employee completed his probationary period.

9.03 (a) In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered.

- (b) For the purposes of job posting the full time and part time seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05. Full time and part time applicants shall be considered together. This amendment will not be implemented at Medex absent agreement of the other bargaining unit.

9.04 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the Arbitration provisions.

9.05 **Seniority Lists**

- (a) The Employer shall supply the Union Office and the Union Chairperson with a set of seniority lists by departments in January and July of each year, showing employees' names alphabetically, classification, and their seniority starting dates.

- (b) When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than seventy-five hours bi-weekly for the past six (6) month period. The average hours paid for persons working less than seventy-five hours bi-weekly during that six (6) month period shall be the hours used for calculating purposes under Article 22.12 - Proration Formula.

#### 9.06 **Loss of Seniority**

- (a) An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
  - (i) voluntarily resigns, retires or is discharged for just cause; or
  - (ii) is absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
  - (iii) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
  - (iv) is absent from work for more than thirty-six (36) months by reason of lay-off; or
  - (v) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB.
- (b) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (c) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (d) The Union and the Employer agree to abide by the Human Rights Code.

9.07 The Employer will notify the employee when his or her benefits will cease.

#### 9.08 **Nursing Home Transfers**

The Employer agrees that employees may be permitted to transfer from one Extendicare Nursing Home to another Extendicare Nursing Home in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions.

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer from one Nursing Home to another as a result of this transfer procedure, will retain any seniority that they had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise new home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.
- (c) In the event an employee is hired (not transferred) into this home and has recent/related experience at another Extendicare Nursing Home, clause (b) above shall apply as it relates to seniority and wage rate.

## **ARTICLE 10 - JOB SECURITY**

### **10.01 Lay-Off and Recall**

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if her service is greater than nine (9) years – nine (9) weeks' notice
- if her service is greater than ten (10) years – ten (10) weeks' notice
- if her service is greater than eleven (11) years – eleven (11) weeks' notice
- if her service is greater than twelve (12) years – twelve (12) weeks' notice

### **10.02 Lay-Off Procedure**

At the Medex Facility, the amendments providing for the merging of seniority lists will only occur with the agreement of the other bargaining unit.

- (a) In the event of a layoff the seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05
- (b) In the event of a layoff, the Employer shall first give notice of layoff to employees in reverse order of their seniority within their classification, shift and area of

assignment, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

- (c) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
  - (ii) first bump an employee with less seniority in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
  - (vi) In the event that there are no employees within the laid off employee's classification with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
  - (vii) In the event that there are no employees with lesser seniority in a lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
  - (viii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within seven (7) calendar days following the

notification of layoff. Employees failing to give such notice will be deemed to have accepted the layoff.

10.03      **Recall Rights**

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees 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.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) 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 deemed to have received the notice from the Employer. 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 his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off 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 lay-off
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

- 10.04 (a) For purposes of lay-off and recall, it is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.
- (b) It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.
- 10.05 For purposes of merging the seniority lists, a part-time employee will be deemed to have one (1) year of full-time seniority for every eighteen hundred (1800) hours of part-time seniority.
- 10.06 **Benefits on Lay-Off**
- In the event of a lay-off, provided the employee deposits with the Home 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 up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.
- 10.07 Severance pay will be in accordance with the provisions of the Employment Standards Act.
- 10.08 Notwithstanding the above, the parties, including the National Rep, can agree to alternate methods of layoff.

#### **ARTICLE 11 - JOB POSTING**

- 11.01 (a) In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.
- (b) The Employer agrees to provide the Union Chairperson with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting. The Unit Chairperson will be advised of the names of the job applicants upon request.
- 11.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

- 11.03 If no applications are received by 10:00 A.M. of the tenth (10<sup>th</sup>) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.
- 11.04 (a) All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. For the purposes of job posting the full time and part time seniority lists shall be deemed to be merged according to the formula as set out in Article 10.05. Full time and part time applicants shall be considered together. This amendment will not be implemented at Medex absent agreement of the other bargaining unit.
- (b) Posted vacancies arising from the filling of an initial vacancy shall remain posted for a period of seven (7) calendar days.
- (c) If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.
- (d) All internal applications must be in writing.
- 11.05 (a) The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours when an employee changes job classifications and one hundred and fifty-five (155) working hours when an employee remains in the same classification. Such trial promotion or transfer shall become permanent after the trial period unless:
- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (ii) the Employer determines that the employee is not suitable for the position, and requires that she return to her former position.
- (b) It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.
- (c) In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.
- (d) The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.



- 11.06 The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.
- 11.07 (a) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals eighteen hundred (1800) hours.
- (b) An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each eighteen hundred (1800) hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer. If however, the transfer is to a full-time position of less than seventy-five (75) hours bi-weekly, seniority will be credited hour for hour.
- 11.08 **Temporary Vacancies**
- (a) A temporary vacancy is a vacancy created by an employee's absence due to pregnancy/parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration in accordance with current practice.
- (b) Where a temporary vacancy is expected to exceed six (6) calendar months such vacancy will be posted and filled in accordance with Article 11.04.
- 11.09 During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).
- 11.10 **Permanent Transfers**
- (a) If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the

job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.
- (c) Subject to (a) and (b) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate, nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

#### **ARTICLE 12 - NO CONTRACTING OUT**

- 12.01 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

#### **ARTICLE 13 - WORK OF THE BARGAINING UNIT**

- 13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- 13.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

#### **13.03 Full-time/Part-time Ratio**

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

## **ARTICLE 14 - PRINTING**

- 14.01           The Employer and the Union will share equally in any cost of printing the Collective Agreement.

## **ARTICLE 15 - LEAVE OF ABSENCE**

- 15.01 (a)       The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least two (2) weeks' 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. The employee shall provide the Employer with the reason(s) for requesting the leave of absence if asked to do so.
- (b)       If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Such leave will not be arbitrarily denied.
- (c)       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 except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.
- (d)       In cases where the leave of absence is longer than six (6) months the employee shall give the Employer two (2) weeks' notice prior to the date of return.

### **15.02       Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

### **15.03       Pregnancy Leave**

- (a) (i)       An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
- (ii)       The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and 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.

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) 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 taken under Article 15.11, Parental Leave.

- (d)
  - (i) Notwithstanding Article 15.03 (b) above, an employee must complete ten (10) months of continuous service and qualify for Employment Insurance prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.
  - (ii) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.
  - (iii) That benefit will be the equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) percent of the employee's regular weekly earnings.
  - (iv) Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
  - (v) Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
  - (vi) Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.
  - (vii) The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
  - (viii) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.

- (ix) The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.
- 15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.04 (a) upon providing the Employer, before the expiry of two (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 which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 15.06 (a) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.
- (b) All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.07 When 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 and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.
- 15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

15.11 **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 no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. 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)
  - (i) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
  - (ii) 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)
  - (i) Notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.
  - (ii) An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.
  - (iii) That benefit will be the equivalent to the difference between seventy-five percent (75% of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

- (iv) Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.
  - (v) Other Income – Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
  - (vi) Such payment shall commence after the two (2) week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.
  - (vii) The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
  - (viii) The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.
  - (ix) The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.
- (f) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.12 **Union Leave**

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- (b) In requesting such leaves of absence the Union must give twenty-one (21) days' notice to the Employer, unless such notice is not reasonably possible, to be confirmed by the Union in writing. A maximum of fifty (50) days, excluding the Unit Chairperson and a member elected to an executive position in the Local, are available to the Union annually in each nursing home for such leaves.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

- (d) (i) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of three (3) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.
- (ii) The parties agree that it is the sole responsibility of the employee on such leave of absence to maintain her professional designation, license, and qualifications.

(e) **Paid Education Leave**

- (i) The Employer agrees to pay into a special dues fund the amount of two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Canadian Auto Workers and shall be utilized by the Union at its discretion. Such monies shall be sent by the company to the following address: CAW Special Dues Fund, CAW Canada, 205 Placer Court Toronto, Ontario M2H 3H9.
- (ii) The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

15.13 **Bereavement Leave**

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with either the day after the funeral, or the day after the equivalent service. "Common law spouse" shall be defined as a person with whom the employee has been living with for at least twelve (12) consecutive months, including a same sex relationship.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent,



grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with either the day after the funeral, or the day after the equivalent service.

- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending with either the day after the funeral, or the day after the equivalent service.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) Where there is a funeral but the employee cannot attend by reason of religion or other protected grounds under the Ontario Human Rights Code, the employee shall be granted one (1) day bereavement leave without loss of pay to attend an equivalent service within a week following the funeral.
- (f) When an employee is eligible for Bereavement Leave while on vacation or a holiday, she shall be paid for Bereavement Leave in line with the above provisions and her vacation or holiday extended accordingly.

NOTE: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

- (g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

#### 15.14 **Jury and Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or 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 at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.15      **Educational Leave**

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer or legislated by the Provincial Government to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full tuition cost associated with the courses.
- (c) (i) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a 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 specific date of return.
- (ii) If such leave is granted the employee's position will be posted as a temporary posting and the employee will be allowed to return to the posting for the summer break period.

15.16      **Family Medical Leave**

An employee may be entitled to Family Medical Leave as provided for in, and in accordance with, the *Employment Standards Act*. If entitled such leave shall be granted in accordance with the requirements and rights as set out in the *Employment Standards Act*.

**ARTICLE 16 - HOURS OF WORK**

16.01      The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- (a) The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.
- (b) It is mutually agreed that existing arrangements for lunch periods in the various Nursing Homes will continue as practiced at the date of signing of this Agreement.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for hours worked at straight time.

- (d) A shift shall be deemed entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

## 16.02 **Work Schedule**

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting. Schedule to be posted four (4) weeks before the Christmas / New Year's holidays.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (c) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 16.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (d) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts, the conditions in Article 17.01 (b) shall apply in all respects.
- (e) No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.
- (f) The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in three (3).
- (g)
  - (i) Where the Employer intends to change the Master Schedule, such change will be an agenda item at a Labour/Management meeting prior to the change being affected.
  - (ii) This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

16.03      **Lunch or Meal Periods**

- (a) Any shift of five (5) hours or more will include a one-half hour meal break.
- (b) Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.
- (c) The Employer agrees to investigate, on an individual home basis, the possibility of providing meals for employees working the night shift subject to the following conditions:
  - (i) Reasonable notice will be required by the dietary department from employees wishing to have meals provided; and
  - (ii) Employees will be required to pay for meals in advance and such payment will be non-refundable.

16.04      **Relief Periods**

Employees will be allowed breaks without reduction in pay and without increasing the regular working hours as follows:

**Shift Length**

- Up to, and including six (6) hours
- More than six (6) hours

**Breaks**

- one (1) – fifteen (15) minute break
- two (2) – fifteen (15) minute breaks

16.05      **Education on Day Off**

When an employee is required by the Employer to attend in-services outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay.

**ARTICLE 17 - PREMIUM PAYMENTS**

17.01      **Overtime**

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.

- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer 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. Such permission shall not be unreasonably denied.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (f) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, 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 rate.

17.02 **Shift Premiums**

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty cents (\$0.30) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (b) In no event shall there be any pyramiding of benefits or payments.

17.03 **Weekend Premium**

- (a) A fifteen cents (\$0.15) per hour premium will be weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.
- (b) Effective April 1, 2008, the weekend premium will be increased to twenty cents (\$0.20).

17.04      **Minimum Reporting Allowance**

If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

- (a)      The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b)      If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

17.05      Article 17.04 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

17.06      **Call Back**

- (a)      When an employee is called back to work after leaving the Nursing Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b)      Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

17.07      **Call In**

- (a)      "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b)      Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c)      Where the call in is requested within one-half (½) 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 she completes the shift for which she was called in.

- (d) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) Employees will submit their availability in writing to the supervisor or designate stating the shifts they will be available for at the time that the call-in list is updated, if nothing is submitted, the previous availability will remain in effect.
- (f) It is agreed that an employee who commits to call-in will meet that commitment. Failure to do so on a consistent basis without a reasonable excuse will result in the removal of their name from the list for the balance of the schedule.
- (g) Where the Employer determines that it will call in staff at overtime rates, it will be offered to employees in accordance with seniority. For the purposes of this clause the seniority lists shall be deemed to be merged. In determining who is to work overtime, factors such as availability and urgency will be considered and overtime will be rotated in accordance with seniority as much as practicable. A refusal to work overtime will not give that employee the right to another overtime shift until all eligible employees have had an opportunity to either work or refuse an overtime shift.

**17.08 Responsibility Allowance for Work Outside the Bargaining Unit**

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (c) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (1/2) shift, the above-noted allowance will apply to the RPN.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

## **ARTICLE 18 - ALLOWANCES**

### **18.01 Uniform Allowance**

- (a) The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

## **ARTICLE 19 – HEALTH AND SAFETY AND ENVIRONMENT**

19.01 The parties agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness.

19.02 A Joint Occupational Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer management representatives. The Employer and CAW will be limited to two representatives each, unless otherwise required by the Joint Occupational Health and Safety Committee.

19.03 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer management member. The non-management members of the committee will elect the Union co-chair.

### **19.04 Occupational Health and Safety Act**

The parties agree to be bound by the Occupational Health and Safety Act, in force as of the date of ratification of this Agreement. Notwithstanding the preceding, meetings will be held monthly or less frequently as the committee may determine.

19.05 Without limiting the generality of the foregoing, the committee shall:

- (a) ensure that inspections of the work place and equipment have been carried out at least once a month by the co-chairs. It is agreed and understood that each co-chair can appoint a delegate for such inspection.



- (b) make recommendations for the improvement of the health and safety of workers.
  - (c) recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
  - (d) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
  - (e) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
  - (f) Representatives of the Committee are entitled to one (1) hour prior to the Committee meeting as may be necessary for preparation or such longer period of time as the committee deems necessary.
  - (g) The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of aggressive/violent behaviour.
  - (h) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee.
- 19.06 (a) In the event of a critical accident or injury, (as defined in the OH&S Act) certified committee 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.
- (b) For all other non-critical accidents or injuries, certified committee representatives shall be notified and given the option of participating in the investigation to determine the nature and causes of the accident or injury. Committee representatives shall review all investigation reports and make recommendations to the Employer as required.
  - (c) Medical information; obtained or provided during the investigation and/or review of the investigation reports, will be kept confidential by committee representatives.
- 19.07 (a) The Employer shall:
- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

- (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
    - (iii) ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.
  - (b) No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 19.08 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 19.09 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.
- 19.10 The Employer will make all 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 workers 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.
- 19.11 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 it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.
- 19.12 **Protective Clothing and Equipment**
- The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with such necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

19.13      **Lockout and Machine Guarding**

The Employer shall ensure that all equipment is locked out and guarded. The Joint Occupational Health and Safety Committee shall make recommendations to and consult with the Employer in the development of lockout and test procedure and machinery guarding programs. All employees who may be at risk will receive training specific to their job.

19.14      **Employment of Disabled Workers**

The Employer and Union acknowledge their joint obligation to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way.

19.15      **Injured Workers Provisions**

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

19.16      **National Day of Mourning**

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

**ARTICLE 20 - PAID HOLIDAYS**

20.01 (a)      Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Labour Day	One (1) Float Day
Good Friday	Thanksgiving Day	
Victoria Day	Christmas Day	
Canada Day (July 1)	Boxing Day	
Civic Holiday	Family Day	

(b)      The intent is that there shall be no more than twelve (12) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated holidays in the Collective Agreement.

- (c) Upon the completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- 20.02 The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date, or within thirty (30) days following the anniversary date.
- 20.03 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 20.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.
- 20.05 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
  - (b) (i) If an employee meets the qualifications in 20.05 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.
  - (ii) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 20.06 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay, be paid at the rate of one and one-half (1½) times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 20.07 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.04.
- 20.08 If one (1) of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within three (3) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

- 20.09 Holiday pay for employees who regularly work less than seventy-five (75) hours bi-weekly will be paid based on proration formula noted in Article 22.12 of this Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.
- 20.10 For clarification purposes of when a paid 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.
- 20.11 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

## **ARTICLE 21 – VACATIONS**

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 21.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.
- 21.03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 21.04 Vacations are not cumulative from year to year and all vacations must be taken before the end of the pay ending prior to June 15<sup>th</sup>, except as may be required by law. Employees shall not waive vacation and draw double pay.
- 21.05 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.
- 21.06 Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) days' vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
- 21.07 Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks' vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

- 21.08 Employees with three (3) years of service on or before June 30th of the current year shall receive three (3) weeks' vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- 21.09 Employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks' vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.
- 21.10 Employees with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks' vacation. Vacation pay for such employees shall be ten percent (10%) of gross earnings for the vacation year.
- 21.11 Employees with twenty-three (23) years of service on or before June 30<sup>th</sup> of the current year shall receive six (6) weeks' vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.
- 21.12 Effective in the 2008 vacation year, employees with twenty-eight (28) years of service on or before June 30th of the current year shall receive seven (7) weeks' vacation. Vacation pay for such employees will be fourteen percent (14%) of gross earnings for the vacation year.
- 21.13 For employees who are regularly scheduled to work seventy-five (75) hours bi-weekly, vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is greater.
- 21.14 Employees who have lost their seniority and have terminated their employment as set out in Article 9.07 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 21.15 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.
- 21.16 (a) Vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on the provisions for employees regularly working seventy-five (75) hours biweekly.
- (b) Vacation pay for employees who regularly work less than seventy-five (75) hours bi-weekly is to be paid as percentage (%) of gross earnings.

- 21.17 Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows:

<b>Hours Paid</b>	<b><u>Vacation Entitlement</u></b>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year.
1,800 to less than 5,400 hours paid	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year.
5,400 to less than 14,400 hours paid	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year.
14,400 to less than 27,000 hours paid	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year.
27,000 to less than 43,200 hours paid	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year.
43,200 to less than 50,400 hours paid	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year.
50,400 hours or more	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year.

- 21.18 If an employee transfers from a position of less than seventy-five (75) hours bi-weekly to seventy-five (75) hours bi-weekly or vice versa, vacation service shall be credited based on eighteen hundred (1800) hours paid equals one (1) year of seventy-five (75) hours bi-weekly service, unless the current local practice is superior, in which case the superior practice will continue.

- 21.19 Employees with three or more weeks of vacation entitlement due to their service with the Nursing Home will be entitled to take one of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time to be agreed between the employee and her supervisor.

- 21.20 Employees can ask in each home for information about their current vacation entitlement and accrual. Such questions will be answered within three (3) working days of the enquiry.

## **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS**

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.12 of this Agreement. Same sex spouse is eligible to be a dependent for insured benefits.

22.02 (a) **O.H.I.P.**

- (i) The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario.
- (ii) This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Company payroll, and to all new employees who join the Company's O.H.I.P. Group.

(b) **Semi-Private**

The Employer shall pay one hundred percent (100%) of the premium costs of semi-private coverage.

22.03 **Life Insurance**

- (a) The Employer will continue a \$20,000 life insurance plan for each employee. The Employer will pay one hundred percent (100%) of the cost of this plan.
- (b) Effective the first (1<sup>st</sup>) day of the month following ratification, life insurance will be increased to \$25,000.

22.04 **Extended Health Care**

- (a) The Employer will continue an Extended Health \$10-\$20, no co-insurance plan for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective as soon as possible following November 2, 2011:

- Add a drug card
- Positive enrolment
- \$1.00 co-payment per prescription



- Amend as necessary to cover prescription drugs which by law must be prescribed by a licensed physician
  - Generic substitution unless specifically prescribed otherwise by the doctor
  - Eliminate semi-private coverage
  - Add a cap on the dispensing fee of \$7.50 per script
  - No annual deductible or lifetime maximum for drugs
- (b) The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.
- (c) Prescription drug coverage for fertility drugs is amended to reflect a \$2500 lifetime maximum.

**22.05 Vision Care**

- (a) The Employer agrees to continue a Vision Care Plan (similar to the Blue Cross \$160.00 Plan) and agrees to pay one hundred percent (100%) of the billed single/family premium for employees who participate in the plan. The benefit will provide for an eye examination once in every twenty-four month period and annually for diabetics. If an employee is otherwise covered, the Employer shall not be obligated to contribute.
- (b) Effective January 1, 2012 the above benefit will be increased to one hundred and eight-five dollars (\$185.00) per twenty-four (24) month period.

**22.06 Dental**

- (a) The Employer agrees to continue the Dental Plan (equivalent to Blue Cross #9 Plan) based on the O.D.A. fee schedule for 2008. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. The cap on the dental plan will be \$2,000.00 per individual and per family member.

Effective November 8<sup>th</sup>, 2012, one year lag on current ODA Schedule.

Dental Plan coverage to provide for fluoride treatment for persons under the age of 18 only and for 9 month recall for covered person 18 years or older.

**22.07 Hearing Aid**

The Employer agrees to continue a \$300.00 Hearing Aid Benefit one hundred percent (100%) Employer paid.

**Group Insurance Plan**

- (a) Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enrol in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.
- (b) Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:
  - (i) Life - when coverage approved.
  - (ii) Dental - \*\$200.00 maximum benefit/covered person.
- (c) **E.H.C.**
  - (i) Drugs - \*\$150.00 maximum benefit/covered person.
  - (ii) Vision - no benefit during first six (6) months.
  - (iii) Hearing - no benefit during first six (6) months.

\* During first twelve (12) months of coverage.
- (d) An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enrol in the benefits under any one of the following conditions without the restrictions set out in (b) and (c) above under any one of the following circumstances:
  - i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;
  - ii) When an employee transfers from a part time classification to a full time classification and has passed the Trial period as set out in this agreement provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the Trial Period.

In addition to the above, where an employee's spouse loses his or her benefits, an employee shall be entitled to enrol in the Extended Health and Dental benefits only, provided they do so within thirty-one (31) days from the date their spouse loses their benefits.

It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate in benefits she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

22.09      **Change of Carriers**

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims, is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

22.10      **Benefit Grievance Resolution**

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Nancy Backhouse and Deena Baltman.
- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

## 22.11 **The Nursing Homes and Related Industries Pension Plan**

In this Article, the terms used shall have the meanings as described:

.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.  
 “Applicable Wages” means the basic straight time wages for all hours worked, including:

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

All other payments, premiums, allowances etc. are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed their probationary period.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

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

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

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

**(i) To be Provided Once Only at Plan Commencement**

- Date of Hire
- Date of Birth
- Date of first Remittance
- Seniority List to include hours from date of hire to Employer's fund entry (for purposes of calculations past service credit).

**(ii) To be Provided with each Remittance**

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable Earnings
- Employer portion of arrears owing due to error, or late enrolment by the Employer

**(iii) To be Provided Periodically**

- Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
- Termination date when applicable

**(iv) To be Provided Once, if they are Readily Available**

- Gender
- Marital Status

.06 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 (.02) will be paid to the employee.

**22.12 Proration Formula**

- (a) Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

- (b) The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by nine hundred and fifty (950) and then multiplying by one hundred (100).
- (c) The predetermined six (6) month period shall coincide with the pay period ending around June 30<sup>th</sup> and December 31<sup>st</sup> and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30<sup>th</sup> and February for the pay period ending around December 31<sup>st</sup>.
- (d) Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.
- (e) When an employee is on:
  - (i) pregnancy leave, or
  - (ii) parental leave, or
  - (iii) approved leave of absence in excess of thirty (30) continuous calendar days
 Pro-ration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.
- (f) Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.
- (g) Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay - based on proration formula, based on hours regularly worked – four (4) hours shift = four (4) hours pay. Vacation pay - percentage (%) of gross earnings

## 22.13 **New Hires**

- (a) All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.
- (b) The pro-rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.
- (c) The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an

employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

**22.14 Post 65 Coverage**

Effective for employees who reach the age of 65 after October 9, 2012:

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as other active employees:

22.03 – reduce life insurance by 50%

22.04 – Extended Health

22.05 – Vision Care

22.06 – Dental

22.07 – Hearing

22.12 – Proration Formula

24.01 (b) – First two weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive in lieu of benefits as set out in Article 22.14 (Part Time). Any such employee who works past age 70 and was employed by the Employer and was older than the age of sixty-five (65) as of October 9, 2012 shall have the option of choosing either the in lieu provision or the benefits treatment available to employees in the 2010 to 2012 agreement.

**ARTICLE 23 - INJURY AND DISABILITY**

23.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

23.03 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 Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

#### **ARTICLE 24 - SICK LEAVE**

- 24.01 (a) Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
- (i) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
  - (ii) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of seven and one-half (7.5) hours (1 credit) for each period of one hundred and sixty two and one-half (162.5) hours paid, to a maximum of one hundred and five (105) hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
  - (iii) The employee shall apply for Employment Insurance (EI) sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of straight time wages. In the event the employee does not qualify for EI Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ( $66\frac{2}{3}\%$ ) percent of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under (iv) below.
  - (iv) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks eighteen (18) through thirty-five (35) of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds percent ( $66\frac{2}{3}\%$ ) of scheduled straight-time wages lost.
- (b) (i) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees' home.

- (ii) Weekly Indemnity participation is voluntary for all employees.
- (iii) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (iv) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.
- (v) Notwithstanding (iv) above;
  - (1) an employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
  - (2) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
  - (3) an employee with an increase in their pro-rata percentage of twenty percent (20%) or greater, above the pro-rata period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.
- (c) (i) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a 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 the employee's vacation credits.
- (ii) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- (d) (i) The Employer may request proof of disabling accident or sickness:
  - for any absence in excess of three (3) days;
  - for the fourth (4th) and succeeding illness in the sick leave year.
  - For the purpose of this section, the "sick leave year" shall be defined as January 1 to December 31.

- (ii) The Employer will exercise discretion in making such requests.
- (e) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (f) The Employer will notify the employees of their accumulation of sick leave on request.
- (g) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

**24.02 Full-time/Part-time Sick Leave Transfers**

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article 24.01 of this Agreement.

**24.03** In the event the Nursing Home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see the physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

**24.04 Annual Medical and Sick Leave Certificate**

- (a) The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be addressed between the Union and Employer representatives.
- (b) If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than

the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

24.05 **EI. Premium Reduction**

The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

24.06 **Workplace Safety and Insurance Board Challenge**

In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 24. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

**ARTICLE 25 – COMPENSATION**

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

25.02 **Retroactivity**

Upon receipt of an arbitration award or written notice of ratification from the Union every reasonable effort will be made to pay retroactivity and draft a collective agreement to be forwarded to the Union as expeditiously as possible and in any event not more than sixty (60) days. Retroactivity applies to wages only based on hours paid by the Employer.

25.03 **Temporary Transfers**

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be

paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

- (b) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position in the bargaining unit, she shall continue to be paid her current rate of pay corresponding to the position held immediately prior to such assignment from the commencement of the assignment and for the duration of such temporary assignment.

#### 25.04 **New Classification**

- (a) When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (b) When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- (d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the home.

**25.05 Wage Progression**

- (a) Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of eighteen hundred (1800) hours paid by the Employer at the "start rate" to the "one year rate" and so on. Hours for which the employee receives WSIB as a result of a work related injury while in the employ of the Employer shall be considered hours paid for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (b) Hours paid by the Employer during an employee's probationary period will be included for purposes of wage progression.

**25.06 Recent Related Experience**

Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one year's experience. Where the experience is part time one year equals eighteen hundred (1800) hours paid.

**ARTICLE 26 - BULLETIN BOARDS**

- 26.01 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.

**ARTICLE 27 - PAY DAYS**

- 27.01 (a) The Employer agree that wages will be paid bi-weekly on Thursday, during working hours. The normal bi-weekly pay period shall be Monday to Sunday inclusive.
- (b) Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.
- 27.02 Employees will be paid on a Thursday during working hours on the following basis:
- (a) The night shift will be paid prior to completing the Thursday A.M. shift.
  - (b) The day shift will be paid during the day shift worked on Thursday.
  - (c) The afternoon shift will be paid during their regular shift.
  - (d) The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if

the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

**27.03 Errors on Paycheques**

- (a) In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- (b) If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.
- (c) If the error is caused by the employee, then the error will be corrected on the next full pay period unless there is a reasonable explanation for the mistake.

27.04 (a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

**ARTICLE 28 – INTERPRETATION**

28.01 Except where otherwise specified in the 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 29 – PERSONAL FILES**

**29.01 Letters of Reprimand**

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface, example - residents and family, where the record will remain on file for twenty-four (24) months from the date of the last formal third party related discipline on the file.

29.02            **Suspension**

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party, example - residents and family, where the record will remain on file for thirty-six (36) months from the date of the last formal third party related discipline on the file.

29.03            Having provided a written request to the Administrator 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 disciplinary notations 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.

**ARTICLE 30 – TERM**

30.01            This Agreement shall continue in effect until July 31, 2014 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

30.02            In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

30.03            If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

**ON BEHALF OF THE EMPLOYER**

**ON BEHALF OF THE UNION**

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

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<b>SCHEDULE "A"</b>				
<b>Classification</b>	<b>Step</b>	<b>Effective 31-Mar-10</b>	<b>Effective 1-Apr-10</b>	<b>Effective 1-Aug-11</b>
Dietary, Laundry & Housekeeping Aides	Probation	17.750	18.105	18.467
	Start	17.967	18.326	18.693
	1 Year	18.472	18.841	19.218
	2 Years	18.965	19.344	19.731
Janitor	Probation	17.75	18.105	18.467
	Start	17.967	18.326	18.693
	1 Year	18.472	18.841	19.218
	2 Years	18.965	19.344	19.731
Attendant I, Activity Aide	Probation	17.938	18.297	18.663
	Start	18.155	18.518	18.888
	1 Year	18.66	19.033	19.414
	2 Years	19.154	19.537	19.928
Health Care Aide, Activity Aide Certified, <b>PSW</b>	Probation	18.126	18.489	18.858
	Start	18.343	18.710	19.084
	1 Year	18.848	19.225	19.609
	2 Years	19.33	19.717	20.111
Cook I	Probation	19.442	19.831	20.227
	Start	19.659	20.052	20.453
	1 Year	20.212	20.616	21.029
	2 Years	20.67	21.083	21.505
Cook 2	Probation	19.077	19.459	19.848
	Start	19.294	19.680	20.073
	1 Year	19.835	20.232	20.636
	2 Years	20.341	20.748	21.163
Maintenance	Probation	20.088	20.490	20.900
	Start	20.305	20.711	21.125
	1 Year	20.729	21.144	21.566
	2 Years	21.222	21.646	22.079
RPN	Probation	22.702	23.156	23.619
	Start	22.919	23.377	23.845
	1 Year	23.448	23.917	24.395
	2 Years	23.894	24.372	24.859

### **SCHEDULE "A" – Cont'd**

- Handyman: A premium of fifteen cents (15¢) per hour above the applicable Janitor rate to be paid for all hours worked in the Handyman classification when designated by the Employer.
- Health Care Aide: Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer.
- The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.
- Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive the Health Care Aide rate.
- Pay Equity adjustment of \$1.20 has been incorporated into the hourly rates.
- Wage Progression: In accordance with Article 25.05

#### **Award dated October 9, 2012 –**

\$400.00 in each year for full time employees and \$200.00 in each year for part time employees. This lump sum is calculated on the basis of 1% of the average rate (full and part time) of 20.46 based on the 37.5 hours of work of full time employees as set out in the Employer's brief. This lump sum is to be paid quarterly, and pro-rata as appropriate.

## **SCHEDULE “B”**

**EXTENDICARE (CANADA) INC.**

**- AND -**

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

### **NURSING HOMES COVERED BY THIS COLLECTIVE AGREEMENT**

#### **Starwood, 114 Starwood Road, Nepean, Ontario, K2G 3N5**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Starwood, Ottawa, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **Medex, 1865 Baseline Road, Ottawa, Ontario, K2C 3K6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Medex, Ottawa, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **Kingston, 309 Queen Mary Road, Kingston, K7M 6P4**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., Kingston, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

#### **London, 860 Waterloo Street, London, N6A 3W6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., London, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Port Stanley, 4551 East Street, Port Stanley, N5L 1J6**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Extendicare (Canada) Inc., Port Stanley, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Van Daele Manor, 39 Van Daele Street, Sault Ste. Marie, P6B 4V3**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Van Daele Manor, Sault Ste. Marie, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Tendercare, 770 Great Northern, Sault Ste. Marie, P6A 5K7**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Tendercare Nursing Home, Sault Ste. Marie, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**Southwood Lakes, 1255 North Talbot Road, Windsor, Ontario, N9G 3A4**

The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Southwood Lakes, Windsor, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than forty-five (45) hours bi-weekly, and students employed during the school vacation period.

**SCHEDULE “C”**  
**PAY EQUITY AGREEMENT**  
**BETWEEN**  
**EXTENDICARE (CANADA) INC.**

**- AND -**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
Locals 302, 830, 1120 and 2458**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the Employers minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in the Memorandum of Settlement dated May 30, 2001 resolve all current outstanding issue of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

January 1, 2004 – fifteen cents (\$.15) per hour  
January 1, 2005 – fifteen cents (\$.15) per hour

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the “new classification” clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_**

**ON BEHALF OF THE EMPLOYER**

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

**ON BEHALF OF THE UNION**

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

## **SCHEDULE "D"**

### **Local Issues Agreements**

The following local issues reflect agreements that are exclusive to that particular facility notwithstanding any provision to the contrary that may be provided for elsewhere in the Collective Agreement.

#### **KINGSTON**

##### **Letters of Understanding -**

Re: Employee Anniversary Date

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

Staff will be given access through the back door and the front door.

The Registered Staff will always be the last to leave the building on the evening shift. Staff will be allowed to park in the front parking lot when the visitors are gone.

The parties agree to monthly scheduled staff meetings.

Pre-scheduled quarterly Labour/Management meetings as required.

#### **LONDON**

- 11.00 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside the bargaining unit. For clarity after a tour outside the bargaining unit an employee must remain in the bargaining unit for a least one (1) year.
- 16.02 (f) The Employer will arrange shift schedules so that full time and part time employees are scheduled to work every other weekend. The Employer and an employee may agree to weekends scheduled consecutively.
- 17.00 Call-ins will be offered to regular part-time employees in order of seniority. When the part time list has been exhausted, call-ins will be offered to full time

employees scheduled less than 75 hours bi-weekly in order of seniority, and then on call employees.

#### **Letter of Understanding -**

The following agreement has been reached in regard to staff who receive five (5) weeks' vacation allowance or more: if desired, staff may request to take up to two (2) weeks' (10 scheduled working days) of vacation time in single or multiple days as vacation time. It is understood and agreed by both management and union that such requests:

1. Must be made in accordance with the provisions of time lines specified by the contract;
2. They are requests and not guarantees that the time off will be granted;
3. They must be approved by the Department Head with due consideration to the operational needs of the home;
4. There will be no arbitrariness in withholding permission to take individual vacation days for staff covered in this local agreement.

It should be noted again that this local agreement applies only to those staff who receive 5 weeks' vacation allowance or more.

#### **Letter of Understanding - For the Housekeeping Department only:**

When the Employer call in Employees call-ins will be offered to Regular Part-time Employees in order of seniority until they reach the same amount of pre-scheduled hours as a less than 75 hours Full-time Employee. Once the Part-time Employees have reached the same amount of pre-scheduled hours as the Full-time Employee they will be called into work by seniority (regardless of whether they are full-time or part-time), and then on call Employees

#### **Letter of Understanding -**

The Handy man premium will be paid on Mario Martin's entire 75 hour position. For clarity the Employer may direct Mario to work as either a handyman or janitor at any time during his scheduled shifts.

#### **Letter of Understanding - Scheduling Issues –**

If a staff member is in a permanent part-time position – they cannot apply for a temporary part-time position which are the same shifts (i.e. days to days)

If you are awarded a temporary full-time or part-time position, you must fill the duration of the posting and cannot apply for any other postings during this time frame, unless it is for a full-time position or a position with more hours. If you are in a temporary position, you must fulfill the duration OR will have to wait six (6) months before applying for another temporary position.



If an employee is awarded a position and has accepted it and then changes his/her mind regarding the position after the schedule has been posted with the new position, they must work the scheduled shifts that are already posted then can go back to their original position.

Full-time persons cannot apply for temporary part-time positions with reduced hours except for under special circumstances which has been agreed to by management and the Union.

### **MEDEX**

- 15.01            Second paragraph, last sentence, add: "...unreasonably or" before "arbitrarily".
- 15.12 (b)       Last sentence: A maximum of fifty (50) days, excluding the unit chairperson, a representative on the pension board (The Nursing Homes' and Related Industries Pension Plan) and a member elected to an executive position in the local, are available to the union annually in each nursing home for such leaves.
- 15.15            Add: The Employer will grant an unpaid leave of absence of up to two (2) years to employees upgrading their qualifications or obtaining new qualifications. An employee's seniority and service will be frozen during this period.
- 16.02 (h)       Employees with twenty-five (25) or more years of seniority will not be required to work on Christmas Day or New Year's Eve/Day, unless agree to by the Employee. This provision is subject to the operational requirements of the Home.
- 21.03            Add new sentence: The Employer shall maintain the practice of granting vacations to a minimum of two (2) employees during the Christmas/New Year's period.
1.        (a)       Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees, and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.
- (b)       Employees may request one (1) shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees, and when possible the employee will submit the request not more than four (4) weeks before, and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

(c) *Full-Time Only*

Twice annually, in April and September, employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9) or from nine (9) to ten (10). It is agreed that employees regularly working a nine (9) shift rotation shall maintain their full-time status. Such requests shall not be unreasonably denied.

Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.

Dropped shifts will first be offered to the full-time employee's part-time shadow. Should the shadow refuse the shift it will be posted as per Article 11, for the part-time to add an additional shift to their rotation. Part-time employees may add up to a maximum of two (2) dropped shifts per pay period through this process. It is understood that the additional shift(s) will end at the completion of the six (6) month posting, and could possibly end sooner, should the full-time position with the dropped shift be re-posted.

**Letter of Understanding Re: Vacation Planner -**

The blank vacation planner will be posted on March 1 of each year. It will be taken down on April 1 of each year.

The Employer will post an approved vacation schedule for employees who have requested vacation in the months of May and June by April 16.

The Employer will post an approved vacation schedule for employees who request vacation for the months of July, August and September by May 15.

**Letter of Understanding Re: Anniversary Date -**

At Medex only the Anniversary Date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 will be interpreted to mean that this second float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

**PORT STANLEY**

11.08 Delete requirement to have worked less than thirty seven and one-half (37.5) hours a week.

11.00 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave.

This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside the bargaining unit. For clarity after a tour outside the bargaining unit an employee must remain in the bargaining unit for a least one (1) year.

- 16.02 (f) The Employer will arrange shift schedules so that full time and part time employees are scheduled to work every other weekend. The Employer and an employee may agree to weekends scheduled consecutively.

**Letter of Understanding Re: Closure, Rebuild or Relocation of Beds -**

The parties agree that it is in the interest of both parties to provide security to employees who may be affected by the possibility of a closure and/or rebuild or relocation of the beds from the existing nursing home known as Extendicare, Port Stanley to another facility and/or another community. As such if the Employer decides to do so, they will meet with the Union to discuss issues which may need to be addressed.

**Letter of Understanding Re: Give Away Shifts -**

Staff will be allowed to give away up to seven (7) shifts per calendar year. The shift being given away must be offered to seniority employees based on availability. Staff are responsible for finding their own replacement and submitting their request to the Administrator/Designate for approval. A maximum of two (2) give away shifts may be requested during the March Break but none will be allowed during summer or Christmas vacation periods.

**Letter of Understanding Re: Call-in Process -**

Where the Employer covers a vacant shift, the Employer agrees that it will offer any available work resulting from the replacement of absent employees to regular part-time employees within the classification concerned, in order of seniority, provided no overtime payment are incurred. If no regular part-time employees are available at straight time, on call employees will be called in order of seniority.

**Letter of Understanding Re: Scheduling Guidelines for Summer Vacation -**

The Employer will allow three (3) full-time and three (3) part-time bargaining unit members to be granted vacation per week of the summer vacation period which will include July, August and September. These are scheduling guideline principles, however if staffing levels permit these numbers could be increased.

For vacation coverage there is no expectation that staff will be responsible for finding their own replacements. Shifts that become available through vacation requests will be offered to part-time and then casual by seniority. It is also understood that these shifts will not be offered to an employee if it would incur overtime.

## **Letter of Understanding Re: Alternate Classifications -**

The parties agree that all employees shall have one primary classification but may also hold an alternate classification. It is clearly understood that an employee may only be utilized in their alternate classification based on the criteria below.

1. The employee must have the necessary qualifications for the alternate classification.
2. All call-ins would first be offered to those employees that hold the position as their primary classification. When the list of employees from the classification is exhausted the call-ins would then be offered to those employees from the list on a seniority basis.

## **SOUTHWOOD LAKES**

- 9.05 (a) The Employer shall supply the Union Office and the Union Chairperson with a set of seniority lists by department in January and July of each year, showing employees' names in order of date of hire seniority, and will include classification and total hours worked to date.
- 9.05 (b) Delete
- 11.08 Amend second paragraph as follows: Where a temporary vacancy is expected to exceed six (6) weeks such vacancy will be posted and filled in accordance with Article 11.04.
- 15.12 (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. The Employer agrees that they will make scheduling of such leaves a priority and shall notify the Unit Chairperson of the granting of such leave no less than seven (7) days prior.
- 16.01 (Note: Numbering different in Part Time agreement.)
- 16.01 Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees, and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.
- 16.01 Employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees, and when possible the employee will submit the request not more than four (4) weeks before, and at least one (1) full business day prior. Such

requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

16.01 **Full time only**

Twice annually, in April and September, employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9), or to increase from nine (9) to ten (10). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.

Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year as per 16.02 (f).

Dropped shifts will first be offered to the full-time employee's part-time shadow. Should the shadow refuse the shift, it will be posted as per Article 11, for the part-time to add an additional shift to their rotation. Part-time employees may add up to a maximum of 2 (two) dropped shifts per pay period through this process. It is understood that the additional shift(s) will end at the completion of the six (6) month posting, and could possibly end sooner, should the full-time position with the dropped shift be re-posted.

20.04 The anniversary date of the employee's employment will be recognized as a float holiday which is to be taken on the anniversary date or within thirty (30) days following the anniversary date, with payment qualified and on the basis of Article 20.01 and 20.02. Pay for the anniversary float will be given on the date the float is taken.

20.12 The Employer agrees that where an employee is entitled to take her lieu day off at a time after the holiday, her holiday pay will be paid in the pay period in which she takes the holiday.

20.13 **Christmas/New Year's Scheduling**

All employees will be scheduled a minimum of three (3) days off at either Christmas (Christmas Eve, Day, and Boxing Day) or New Year's (December 31, Jan 1, 2) on a rotational basis each year. Employees may elect, on a list posted by the Employer for the month of October, to defer the use of the three holiday lieu days being assigned during this time, with the understanding that they may not be entitled to the minimum days off. The regular schedule will be suspended from December 20 until January 3 of each year. Requests for shift trades and giveaways will not be unreasonably denied.

### **Letter of Understanding – Date of Hire Seniority –**

- The parties agree, that for all non-monetary purposes under the collective agreement, seniority shall be determined by date of hire, within each bargaining unit.
- For greater clarity, date of hire seniority shall be used for all purposes except for movement on the wage grid and vacation entitlement, which shall be by hours worked. This letter does not affect the interpretation or administration of Article 22.12.
- This Letter of Understanding shall amend all articles relating to seniority, with the exception of language that refers to the merging of part-time and full-time seniority lists, where the collective agreement language shall be maintained.

### **Letter of Understanding Re: Vacation Planner -**

Insert the following dates:                      March 1<sup>st</sup>  
   March 31<sup>st</sup>  
   April 30<sup>th</sup>

### **Letter of Understanding Re: Christmas Scheduling –**

The Employer agrees to meet with the Union Committee to discuss the Christmas scheduling prior to posting the schedule.

### **STARWOOD**

1. Fire Testing: The Employer agrees that employees who do not receive a passing grade on the fire test will not be removed from the schedule as a result of such failure;
2. Not Replacing Modified or Sick Call: The parties agree to meet in a labour/management meeting within 2 weeks of the signing of this document to discuss prioritizing work assignments in the event the floor(s) is (are) left short.
3. Vacation: The vacation period will be defined as from June 1 to September 15 of this year. The parties will meet to discuss this in the fall of 2007 to determine the continuation into 2008, 2009.
4. Temporary Vacancies: The parties agree that article 11.08 means that temporary vacancies will be posted if they exceed 6 calendar weeks.

21.02 Vacations to be scheduled by seniority

Currently in place in home – schedules for vacation are indeed created by seniority.

Vacation planner,

A blank prime summer schedule will be posted according to the Letter in the Agreement. Staff can fill out on master and hand in paper request as well to management.

**Letter of Understanding –**

Vacation availability will be determined on a unit-by-unit basis, not on a whole home basis. Employee seniority will be printed and posted as it stands as of 10:30 pm the day before the blank vacation planter is posted. The posting will go up at the same time the blank planner is posted.

**Letter of Understanding Re: Security Cameras –**

It is understood that cameras were primarily installed for purposes of resident safety. Staff will be aware the images are reviewed from time to time, particularly when there is a question of staff conduct and conflicting reports have been received. Staff will be given full disclosure as the camera monitoring area and the possibility of discipline.

**Article 11.04(a) & 11.07(a) -**

If there is a dispute regarding the seniority of two or more employees in respect of a job posting, the seniority of each employee will be calculated up to the end of the evening shift the day prior to the day the job is posted.

When an employee transfers from full time to part time, or vice versa, her seniority will be determined on the day of her transfer.

Doctor's note to be paid for when submitted, not added to paycheck. The parties agree that the reimbursement of a doctor's note is not a taxable benefit according to current legislation.

**TENDERCARE**

- 16.01 (e) Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.
- (f) Full time employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a

replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees and when possible, the employee will submit the request not more than four (4) weeks before and at least one (1) full business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

- (g) Twice annually, on April 1<sup>st</sup> and October 1<sup>st</sup>, full time employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.
- (h) Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.
- (i) In the event an employee who has been granted a dropped shift for a six (6) month period should go off on a medical leave of absence, will be allowed to return to his/her posting and will continue with the agreed upon dropped shift within the six (6) month time frame.

20.12 The Employer agrees that where an employee is entitled to take her lieu day off at a time after the holiday, her holiday pay will be paid in the pay period in which she takes the holiday.

#### **Letter of Understanding Re: Employee Anniversary Date –**

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

#### **VANDAELE**

- 16.01 (e) Employees may request in writing on a form provided by the Employer to change shifts with one another. It is understood that such requests will be signed by both employees and submitted, when possible at least one (1) full business day in advance, and will not result in the payment of overtime. Such request will not be unreasonably denied.
- (f) Full time employees may request one shift giveaway per pay period on a form provided by the Employer. It is understood that the employee will find a replacement for their shift, and will not result in overtime payment. The request form will be signed by both employees and when possible, the employee will submit the request not more than four (4) weeks before and at least one (1) full



business day prior. Such requests will be granted on a first come first serve basis and will not be unreasonably denied. Requests received on the same day will be granted in order of seniority.

- (g) Twice annually, on April 1<sup>st</sup> and October 1<sup>st</sup>, full time employees may request in writing a decrease in the number of scheduled shifts per pay period from ten (10) to nine (9). It is agreed that employees regularly working a nine (9) shift rotation will maintain full time status. Such requests shall not be unreasonably denied.
- (h) Employees who work a regularly reduced work week will be limited to six (6) shift giveaways per calendar year.
- (i) In the event an employee who has been granted a dropped shift for a six (6) month period should go off on a medical leave of absence, will be allowed to return to his/her posting and will continue with the agreed upon dropped shift within the six (6) month time frame.

20.12 The Employer agrees that where an employee is entitled to take her lieu day off at a time after the holiday, her holiday pay will be paid in the pay period in which she takes the holiday.

**Article 21** Create vacation policy two (2) weeks prime time per seniority

Vacation in prime time to be granted by seniority two (2) weeks then of available other weeks may be granted.

Vacation days to be offered to relief first then put into call-in pool.

21.19 Employees with three (3) or more weeks' vacation entitlement due to their service with the Nursing Home will be entitled to take one of those weeks as single days. These days may be taken individually or in a group of up to four (4) at a time to be agreed between the employee and her supervisor. Requests to take additional vacation time in single days will be at the discretion of the Employer based on the availability of staff.

**Letter of Understanding Re: Employee Anniversary Date –**

The anniversary date will be treated as a Float Day, to be scheduled in accordance with the collective agreement. Article 20.02 will be interpreted to mean that this second Float holiday is available to employees in each year after their first year of employment. In the transition year an employee can only qualify for either an Anniversary Day or a Float Day.

**Letter of Understanding Re: Dropped Shifts –**

The parties agree that the following process will be trialed and implemented for the term of the new collective agreement. The parties agree to meet and discuss the process at union/management meetings. The following process will only extend beyond the life of the agreement with the mutual consent of the parties.

Dropped shifts will first be offered to part time and casual employees in order of seniority on a rotational basis. The call-in list will be used to determine the order of seniority. Part time employees may add up to a maximum of two (2) dropped shifts per pay period through this process. It is understood that the additional shift(s) and the dropped shifts will end after a period of six (6) months and will end immediately and should the full time position with the dropped shift be re-posted. If the full time employee wants to drop a shift again following the six (6) month period, he/she will apply again thirty (30) days prior to April 1<sup>st</sup> and October 1<sup>st</sup>.

**Letter of Understanding Re: Call-in Procedure –**

Where the Employer covers a vacant shift, the Employer agrees that it will offer any and all available work caused by the replacement of absent employees to regular part time employees within the classification concerned in order of seniority first, on a rotational basis, provided no overtime payments are incurred. If regular part time employees are not available at straight time, on call employees will be called in order of the seniority on a rotational basis.

The parties agree to meet and discuss the utilization of part time and casual employees and the call-in process during the term of this agreement.

## **LETTERS OF UNDERSTANDING**

**BETWEEN**

**EXTENDICARE (CANADA) INC.**

**- AND -**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA)  
Locals 302, 830, 1120 and 2458**

### **1) RE: VIOLENCE OR ABUSE 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 measures.

### **2) 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 Representatives with staffing levels, and staffing mix information; 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 facility, and quality care, and 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.

### **3) RE: STAT HOLIDAYS ON WEEKENDS**

The Employer agrees on a trial basis, where the right does not presently exist, to consider requests for Stat holiday lieu days on weekends. Where there is more than one request made only one will be granted based on the reason for the request and the seniority of the applicants. The program may also be the topic of discussions at any time during the trial period, at Labour Management Meetings.

### **4) RE: ABUSE**

The parties agree that abuse and/or threatening behaviour from residents to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Long Term Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify her supervisor, who will assess the situation and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. She, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

### **5) RE: WORKING SHORT**

Understanding that the issue of “workload” is contained in the collective agreement Labour Management Clause, the Employer agrees to discuss the topic of “working short” at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/they have cause to believe that she or they are being asked to perform more than is consistent with proper care they may raise the matter in labour management meetings.

**6) RE: PREP TIME**

The Employer agrees to allow the Union Chairperson a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting.

**7) RE: ABUSE OF RESIDENTS WILL NOT BE TOLERATED**

- (a) The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.
- (b) All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

**8) RE: VACATION PLANNER**

Following is a vacation planner process:

- (a) A blank vacation planner will be posted on or before [insert date agreed to by local negotiations] in each year. Employees are to insert on the planner their preferred vacation choices. The schedule will be taken down on [insert date agreed to by local negotiations] and a final vacation listing will be posted on or before [insert date agreed to by local negotiations]. Vacations will be approved based on the Employer's policies respecting the number of staff that can be absent at any one time and the seniority of the applicants. During this process the most senior applicant will be given her/his preferred choice. As a general rule, single day requests (or blocks of less than a week) will only be granted during the prime period referenced above after all full week requests have been approved.
- (b) This process will be used to set out the vacation planner for the months of May, June, July, August and September of each year.
- (c) After the vacation posting is up, all other vacation requests will be responded to on a first come first served basis, considering the Employer's ability to appropriately staff the facility. Except where the vacation request is too far in advance of the time being requested, all

requests under this process will be responded to in writing within two weeks of the date of the request.

- (d) All other local policies and practices will apply to the granting of vacation requests.

## **9) RE: RETURN TO WORK**

- (a) The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.
- (b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/ alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/ light/alternate work program, except as required by law.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

## **10) RE: OUTBREAK**

- (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 21.18 (FT) and 21.09 (PT) Agreements. The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

## **11) RE: SICK LEAVE**

- (a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the

completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

**12) RE: NON CLOSURE TO AVOID UNION**

The Employer agrees not to close an existing nursing home and open another in an attempt to avoid the union during the life of this collective agreement.

**13) RE: SICK LEAVE - PRESCHEDULED HOURS**

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefore to the extent that it is able to do so.

**14) RE: PUBLIC OFFICE ELECTION**

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

**15) RE: ADVANCE OF PENDING ILLNESS CLAIMS**

- (a) In the event that an employee who is unable attend to work as a result of an illness applies for EI and there is a delay in her receiving an EI cheque because of an administrative error by the Employer or a delay by EI in processing the claim, the Employer will, upon request of the employee, advance to the employee an amount equal to that owed by EI. The delay referred to herein does not include the normal waiting period.
- (b) The maximum that the Employer will advance will be four (4) weeks.
- (c) Upon eventual receipt of the EI cheques the employee will sign the cheque over, or pay amount owed, to the Employer. In the event the employee fails to comply with this section the Employer has the right to seek other remedies including recovering the amount from any other monies it may owe to the employee including vacation pay.



**16) RE: PSW/HCA REGISTRY**

Should the government of Ontario impose a PSW/HCA Registry which requires registration from PSW/HCA covered under this agreement the parties will meet to discuss its impact.

**17) RE: LHINS**

In the event of a health services integration with another service provider the Employer agrees to meet to discuss the integration and its effect on the bargaining unit.

**18) RE: WOMEN'S ADVOCATE**

The Employer will provide an unpaid leave to one (1) employee per Home to participate in the CAW Women's Advocate Training. However, any expenses to be assumed by the Union directly and/or through the Paid Educational Leave Program.

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, \_\_\_\_\_

**ON BEHALF OF THE EMPLOYER**

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**ON BEHALF OF THE UNION**

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