

COLLECTIVE AGREEMENT

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR

-AND -

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

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COLLECTIVE AGREEMENT

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR

(hereinafter referred to as the
"Employer")

OF THE FIRST PART;

-AND-

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

(hereinafter referred to as the
"Union")

OF THE SECOND PART.

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of Carlingview Manor in the City of Ottawa, save

and except registered nurses, supervisors, persons **above** the rank of supervisor, persons regularly employed for less than twenty-two and one half (22 1/2) hours per week and students employed during the **school** vacation period.

ARTICLE I - PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. This Agreement will not interfere with the successful operation of Central *care* Corporation operating as Carlingview Manor as a public service institution intended to provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

ARTICLE 2 - DEFINITIONS

2.01 "Employee" shall mean only such persons coming within the scope of the bargaining unit herein before recited.

2.02 "**Steward**" shall mean an employee of the Employer duly **accredited as** such by the Union.

2.03 "**Administrator**" shall **mean** the Administrator of the Employer at **the** Home.

2.04 Where the feminine pronoun is used in this agreement, it shall mean **and** include the masculine pronoun where the context so applies.

ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Union, for the **duration** of this Agreement, as the sole **and** exclusive collective bargaining agent with respect to wages, hours **and** working conditions for the employees of the Corporation in the City of **Ottawa**, that may from time to time come within the scope of the certificate of certification.

3.02 The Employer **undertakes** that it will not enter into any other Agreement or contract with the employees described in the above-recited bargaining unit **and** represented by the Union, either individually or collectively, which will conflict with any provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION / HARASSMENT

4.01 The Employer **and** Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship,

creed, *sex*, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

4.02 The Employer and Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

4.03 Where 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.

4.04 The Employer and the CAW are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere, which promotes respectful interactions and is free from discrimination and harassment as provided herein.

4.05 The parties agree to abide by the Ontario Human Rights Code.

4.06 The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

ARTICLE 5 - STAFF ABUSE

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

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

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

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

following:

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

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

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

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

The parties understand that the Employer is required to make every effort to **provide** appropriate care **to** residents who are

abusive before it makes any representation for psychiatric intervention.

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

ARTICLE 6 - INFLUENZA

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

If the employee fails to take the required medication he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time **as** the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be

- i) if an employee is pregnant; and
- ii) upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case

the employee will be entitled to use banked holidays or other banked lieu *days*, and thereafter vacation **days**, and thereafter leave without pay until such time as the employee **has** been cleared **by** the public health or the employer to return to the work environment.

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

ARTICLE 7 - UNION SECURITY

7.01 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in the amounts provided as notified in writing by the Union. These dues **shall** be remitted prior to the 15th of the month following to the CAW-Canada at the following address:

CAW-Canada
205 Placer Court
Toronto, Ontario
M2H 3H9

Attention: Jim O'Neil, Secretary-Treasurer
or such other address as directed by the Local Union in writing.

7.02 The Union agrees to **indemnify** and save the Employer harmless against any claim or liability arising out of the application of this agreement.

7.03 The Employer **will** provide to the Union Chairperson a listing of the names, addresses, social insurance number and classification of employees in the bargaining unit. On a monthly basis, the Employer will provide a listing of all new hires, the names of employees who have terminated, been terminated and those who have resigned, **as well as those employees who have** not remitted dues in that month **as a result of** some form **of** absence where Union dues cannot be deducted by the Employer, including Weekly Indemnity.

7.04 The Employer shall show deductions made for Union dues on an employee's T4 slip.

ARTICLE 8 - NO STRIKE OR LOCKOUT

8.01 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 Labour **Relations** Act, **R.S.O.** 1983, Chapter 42 as amended.

ARTICLE 9 - NO CONTRACTING OUT

9.01 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 10 - WORK OF BARGAINING UNIT

10.01 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.

10.02 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 11 - RESERVATION OF THE HOME MANAGEMENT FUNCTION

11.01 Rights of the Employer - 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 maintain order, discipline and efficiency, to decide on the number of employees needed by the Employer at any time; and to decide the **use** of improved or changed methods and equipment; to establish and enforce reasonable **rules** and regulations governing the conduct of employees, where such **rules** will be posted on the employee Bulletin Board with a copy supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies supplied to the local Union Office. The local Union shall have the right to make representation before any rule is amended or any rule is introduced.

(b) To hire, transfer, layoff, 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, demotion of classification or a claim that an employee who has completed her probationary period has been discharged or disciplined without **just** cause, may be the subject of a grievance and **dealt** with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

ARTICLE 12 - UNION REPRESENTATION

12.01 The Employer acknowledges the right of the Union to appoint, elect or select

a) The Employer will recognize A Union Grievance Committee consisting of not more than six (6) stewards from different departments or shifts. Such stewards shall be elected by the employees and each steward shall have completed six (6) months of continuous service and shall have **acquired** seniority.

b) A steward **shall**, with the consent of his supervisor, be permitted to leave his regular duties for a reasonable length of time to function as a Steward as this Agreement provides without **loss** of regular pay. Such consent from the supervisor shall not be unreasonably withheld.

c) One (1) steward shall be elected by the said employees as the unit **chair**.

d) Not more than two (2) employees **to form** a negotiating committee to represent employees in the negotiations and renewals of Collective Agreements.

12.02 The Union acknowledges that the members of the Negotiating Committee and the members of the Grievance Committee, including the Unit Chairperson, have regular duties to perform on

behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each Steward shall, with the consent of her supervisor, be permitted to leave her regular Company duties for a reasonable length of time to function as a Steward as in this Agreement provided, including time to meet with the President of the Local Union or a National or Local Representative of the Union about a grievance.

The President of the Local Union or National or Local Representative shall seek consent for such meeting from the Administrator, or designate. Such consent from the Administrator or designate will not be unreasonably withheld. A meeting with the President of the Local Union or the National or Local Representative of the Union and the Stewards shall be in a place where the two may confer privately.

12.03 The name of each of the Negotiating and Grievance Committee members, including the Unit Chairperson, shall be given to the Employer in writing and the Employer shall not be required to recognize any such representative until it has been so notified. The Employer will provide the Union with a list of the names of its supervisors.

12.04 The Union Negotiating Committee and Grievance Committee have the right to have the assistance of the National or Local Representative of the Union.

12.05 It is mutually agreed that arrangements will be made for the Union National or Local Representative to interview each new employee of the bargaining unit 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. 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 such interview, the duration of which shall not exceed fifteen (15) minutes.

12.06 [*Subject to agreement with the Union about the number of Steward and the number of Stewards who assist at any time*] The Employer agrees that a Steward or the Union Chairperson who leaves his work duties pursuant to the above shall not suffer loss of pay during the employee's scheduled regular working hours for the reasonable time spent in the handling of grievances.

12.07(a) [*Subject to agreement with the Union about the number of members of the Committee*] The Employer agrees that a member of the Negotiating Committee shall not suffer loss of pay during the employee's scheduled regular working hours when the Committee is scheduled to meet with the Employer and the member does so meet, up to and including conciliation.

12.07(b) Pay For Negotiating Meetings: Where the bargaining committee member is on a scheduled *day* off:

Where a Home is participating in a master bargaining process, and the employee attends a bargaining session or sessions with the Employer on master issues, on a *day* that would otherwise be a scheduled *day* off, the Employer agrees to provide such employee with an alternate day off with pay, or, in the alternative pay for the scheduled day or days so spent in negotiating meetings with the Employer. It **is understood** that this **provision** does not apply when the **employee** attends a bargaining session or sessions with the Employer on local issues.

12.08 Union Representation

Union Chairperson entitled to reasonable time in advance of a Step 2 Grievance meeting in order to prepare for the meeting.

12.09 Discipline and Discharge

An employee **subject**. to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of a Union Steward and if a Union Steward is not available, a member representative of the employee's choice who is working on the current shift. A joint union management committee will be formed to review staffing patterns and to consider possible recommendations. Suitable subjects for discussions will include orientation and aggressive Residents.

12.10 Labour-Management Committee

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

(a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the collective agreement.

(b) A representative attending such meeting shall be paid for lost wages from regularly scheduled hours. A CAW National or *Local* Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where there are separate full and part time collective agreements, there shall be one committee only.

(c) Union Time Off - The employer will schedule Labour-Management meetings during the union chairperson's shift, provided the union chairperson is scheduled on either the day or afternoon **shift**.

(d) A joint union management committee will be formed to review staffing patterns and to consider possible recommendations. Suitable subjects for discussions will include orientation and aggressive Residents

12.11 Health and Safety Committee

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

12.12 A Joint Health and Safety Committee shall be constituted **with** representation of at least half by employees from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from **the** Employer **or** other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

12.13 Two (2) representatives of **the** Joint **Health** and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, **shall** make

monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of the government inspector and shall have the right to accompany her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.

12.14 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the Workplace Safety & Insurance Board may decide to disclose.

12.15 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

12.16 Residents Having Serious Infectious Diseases

The Employer will use its best efforts to make all affected direct care employees aware of residents who have

serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these, circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

12.17 There shall be two co-chairs for the Committee: one selected by employees by the various bargaining units and one selected by employees who are not represented by Unions and who do not exercise managerial functions.

12.18 Each year on April 28 at 11:00 a.m. one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be affected.

12.19 The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the 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).

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

12.21 Lockout and Machine Guarding

The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop a lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

12.22 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 his/her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to his/her home as indicated.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 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.

 Should any difference arise between the Employer and an employee or employees, it will be dealt with in the following manner:

13.02 Stage One - The employee concerned, who may be accompanied by her Steward shall, within eight (8) days of the alleged grievance refer the matter in writing to her immediate supervisor who shall give her answer in writing to such employee within five (5) working days following the date on which the grievance was delivered.

 All grievance forms shall contain only one grievance. The written grievance shall contain a clear and concise statement concerning the alleged grievance and the people involved. The grievance shall be returned to the employee if it fails to comply with these requirements and the employee shall have an additional. five (5) days to refile the grievance in

conformity with this section.

13.03 Stage Two - Should any employee feel that her grievance has not been satisfactorily settled, she may within five (5) working days of her supervisor's decision appeal to the Employer's Administrator. This may be done by a committee comprised of the employee, her steward, a Union representative who will, within five (5) working days of the date on which the answer was received, present the written grievance and reply to the Administrator who shall discuss the matter with such committee and give her decision in writing no later than five (5) working days after the written presentation has been given to him.

13.04 Arbitration Procedure

 If a satisfactory settlement of the grievance is not reached under the foregoing procedure, either party may refer the matter to arbitration within ten (10) days of the receipt of the answer to Stage Two.

13.05 Time limits shall be computed by excluding Saturday, Sunday, paid holidays and employee's regular days off. Failure of the Union to meet its time limits will cause the grievance to expire and neither it nor the same subject matter shall be further considered or made the subject of a further grievance. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next

succeeding step, provided she presents the grievance at this next step within five (5) *days* after the expiration of the said time limit.

13.06 Should a second grievance occur on the same subject matter as the grievance in process, the said second grievance shall not be considered while the original grievance is being considered. The second grievance will be considered as being presented only after the first grievance has been disposed of.

13.07 It is understood that an employee has no grievance until the complaint has been referred to the employee's immediate supervisor (see **Article** 11.02).

13.08 Any time limits stipulated in **the** grievance procedure may be extended for stated periods of time by the parties by mutual agreement in writing.

ARTICLE 14 - DISCHARGE GRIEVANCE

14.01 **In the event of an** employee who has completed her **probationary** period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken **up** as a grievance. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

14.02 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 being notified of her discharge, except where a case is taken to arbitration. **Such** a claim by an employee who **has** completed her probationary period **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 her 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 No. 2 may be omitted in such *cases*.

ARTICLE 15 - UNION POLICY GRIEVANCE

15.01 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 Stage Two 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 by-passed.

ARTICLE 16 - 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 Stage Two and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 17 ~ EMPLOYER GRIEVANCE

17.01 It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer, and that if such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to her designated representative.

17.02 If such a complaint is not settled to the satisfaction of the Employer, the President of the Union or her

designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the Grievance to the satisfaction of the Employer or, if no written reply is received by the Employer within ten (10) days after the mailing ~~or~~ delivery of the written grievance to the President of the Union or her designated representative, the Employer may within ten (10) days after the receipt of the reply, or within twenty (20) days after the mailing or delivery of the grievance, in case no written reply is received, refer the grievance to arbitration in accordance with Article 16 of this Agreement.

17.03 Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer's grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 18 -- WITNESSES & INSPECTION

18.1 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, All reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, cost to be borne by

respective parties.

18.2 Access to Personnel File: Having provided a written request to the administrator at least one 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 19 - MEDIATION

19.01 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 Arbitration.

b) Grievance mediation will commence within twenty-one 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) days following Grievance **Mediation**, that 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.

ARTICLE 20 - ARBITRATION PROCEDURE

20.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) days notify the Employer in writing of its desire to submit the difference or allegation to arbitration. The Union and the Employer may agree upon an arbitrator to hear the matter, and for this purpose will exchange nominations.

20.02 Failing agreement between the Union and the Employer within six (6) days as to the arbitrator to be appointed, the matter may be referred within four (4) **days** thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three (3) man board and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within ten (10) **days** advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so elected shall within five (5) days of the appointment of the second of them appoint a third person who shall be Chairman. The party seeking arbitration shall make the request for sole arbitration including proposed names of sole arbitrator.

20.03 If either party fails to make the required appointments within the time designated, or if the two appointees

fail to agree upon a third person as Chairman, either or both parties may request The Office of Arbitration for the Province of Ontario to fill the vacancies.

20.04 No person may act as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

20.05 Where it appears that two (2) or more employees have the same grievance or the same type of grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the grievance, if necessary, subject to all applicable provisions under the grievance procedure. It is understood that each griever shall have the right to make her own submission at each level of the grievance procedure.

20.06 If there should be an accumulation of grievances to be referred to arbitration, one Board of Arbitration shall be constituted to deal with all such grievance disputes.

20.07 The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but, if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to

the parties involved.

20.08 Authority of Arbitration Board. It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance 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.

20.09 In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- (a) confirm the Management's action,
- (b) reverse the Management's action,
- (c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

No costs of any arbitration shall be awarded to or against either party.

20.10 Compensation of Arbitration Board. The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairman or of a single arbitrator.

20.11 Place of Hearing. Arbitrations shall be heard in the City in which the Home is located, or at such other places **as** may be agreed upon by the Union and the Employer.

20.12 Sole Arbitrator. In the event that one party wishes to submit a grievance to arbitration and is content 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 so signify when advising the other party and shall advise as to three (3) alternative choices **as** to a sole arbitrator in addition to that party's nominee to a Tripartite Board. The recipient of the notice shall in reply advise as to ~~its~~ nominee to a Tripartite Board and three (3) alternative choices as to *a* sole arbitrator.

 If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and, failing such agreement, the regular arbitration procedure shall apply.

The parties may agree, in writing, to proceed by way of a tripartite board. In this case, each party shall advise the other of its nominee. Without limiting the generality of the

foregoing, the parties agree that a tripartite board would be **advisable** in **cases** in which knowledge of the industry is important to the resolution of the matter or where there is significant liability **at issue**.

A sole arbitrator or tripartite board have the same powers.

ARTICLE 21 - PROBATIONARY PERIOD AND SENIORITY

21.01 New employees of the Employer shall be considered probationary employees until they have successfully completed a probationary period of fifty (50) days worked which would include days not worked but paid for by the Employer. Upon completion of the probation period, continuous service, for the purposes of this Agreement, shall date from the original date of hire.

21.02 It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of **the Employer**.

21.03 Effects 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 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 purposes of layoff, recall, job posting or other non-economic reasons for a period of up to thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB, Paid Leave:

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation 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 Workers' Compensation shall continue for up to thirty (30) months following the date of the injury.

(e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 22 - SENIORITY LISTS

22.01 The Employer shall post on the Union bulletin board and supply to the Local Union office and Unit Chairperson a full time and part time seniority list in January, April, July, and October or such other months as mutually agreed) of each year listing, alphabetically, the employees' names, classifications and their seniority.

ARTICLE 23 - LOSS OF SENIORITY AND TERMINATION OF SERVICE

23.01 **An** employee shall lose all seniority and her employment shall be deemed to be terminated if she:

- a) retires or quits;
- b) is discharged and is not reinstated pursuant to the

grievance procedure;

- c) overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days for which she is scheduled to work, without a justifiable reason for such absence. This provision shall not be interpreted as condoning unauthorized absenteeism for three (3) consecutive working days or less;
- d) fails to report for work in accordance with a notice of recall within seven (7) working days after the registered mailing date ,unless a satisfactory reason is given;
- e) is laid-off from work **for** a period of thirty-six (36) months.

23.02 Every Employee shall give (2) weeks notice of termination of employment.

23.03 The Employer shall give notice of termination of employment to all employees in accordance with the Employment Standards legislation in the Province of Ontario, except in cases of dismissal for cause or termination of employment during an employee's probationary period.

23.04 **Any** notice to an employee under this Agreement may be given personally in writing or by prepaid registered mail or courier addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such

notice shall be deemed to have been given **three** (3) business days after being delivered to the postal authorities or when personally received when delivered by the Employer or by courier.

ARTICLE 24 - PROMOTIONS & DEMOTIONS

24.01 The Employer and the Union agree that in the case of promotions (other than promotions to positions outside the bargaining unit) and demotions and in all cases of increase or decrease of forces, the following factors shall be considered:

(a) qualifications, experience, ability & **skill**;

(b) seniority:

(c) however, having regard to the fact that the employees are assisting in the operating of the Nursing Home, the Union agrees that the qualifications in factor (a) must govern and only where all such qualifications of the employees involved are relatively equal will factor (b) govern.

ARTICLE 25 - LAYOFFS & RECALLS

25.01 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.

25.02 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:

(a) nine week's notice in writing to the employee if her period of employment is nine years or more but **less** than ten years;

(b) ten week's notice in writing to the **employee** if her period of employment is ten **years** or more but less than eleven years;

(c) eleven week's notice in writing to the **employee** if her period of employment is eleven years or more but less **than** twelve years;

(d) twelve week's notice in writing to the employee if her period of employment is twelve years or more.

Lay-off Procedure

25.03 (a) In the event of **lay-off**, the employer **shall**

lay-off employees in the reverse order of their seniority within their classification, and within their full-time or part-time unit, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the **work.**

(b) **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 bargaining unit seniority within his or her bargaining unit (full-time) or part-time) 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 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 in either bargaining unit 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) When an employee subject to lay-off chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

viii) In the event that there are no employees in either bargaining unit with lesser seniority in 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 (5) percent 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.

- ix) The decision **of** the employee to choose (i) or (ii) above shall be given in writing to the Administrator within (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

Recall Rights

25.04 (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 her intention to return to work within three (3) 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 on the second date of mailing) and returned to work within ten (10) working days after being notified. The notification shall state the job which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

(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. This provision supersedes the job posting provision.

(f) A laid-off employee shall retain the rights of recall for **a period of** thirty (30) 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.

Benefits on Layoff

25.05 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.

25.06 For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged after the bumping procedure has taken place. 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.

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.

For these purposes, one (1) year full-time seniority equals 1800 hours part-time seniority.

ARTICLE 26 - TRANSFERS

26.01 Temporary Transfer - 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.

26.02 (a) If an employee is transferred or reclassified to a higher rated job group, she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

(b) Employees transferring to a lower **paid** classification shall receive the rate of pay applicable to **their** corporate seniority in the **lower** classification.

26.03 **An** employee whose status is changed from full-time to part-time shall receive credit for her **full** seniority **and service** on the basis of 1800 hours paid for each year of **full-time** seniority. **Any** time **worked** in excess **of** an equivalent shall be prorated at the time of transfer.

26.04 Employees transferring under the provisions of Article 26.03 shall not be entitled to change her status for a period of six (6) **months** after her most recent status change.

26.05 The Employer agrees that employees may be permitted to transfer from one Versa Care Centre nursing home to another Versa Care Centre 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 she **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 home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

In the event that an employee is hired (not transferred) into this home and has recent/related experience at another Versa Care Centre nursing home, in the same chain clause (b) above shall apply as it relates to seniority and wage rate.

ARTICLE 27 - JOB POSTINGS AND TRANSFERS

Nursing Home Transfers

27.01 The Employer agrees that an employee of a different CPL facility listed in Schedule 'X' below who is a member of a bargaining unit for which the CAW is the recognized bargaining agent may apply for a job posting at Carlingview Manor, Ottawa, at her **own** expense, subject to the following conditions:

(a) Said employee shall provide the management Carlingview Manor, Ottawa a written request for a job application. Such written request shall constitute an application for a job posting at Carlingview Manor, Ottawa and shall exist for a period of one calendar year from the date it is actually received by Carlingview Manor, Ottawa. The application shall include the employee's position at the facility she is working at

the time of the application and her qualifications and the position for which she **is** applying,

(b) Subject to clause (d) below, the parties agree to recognize the employee's seniority which the employee has at the facility at which she is working at the time the decision is made by the Employer about the **job posting**. In the **event** the employee who made the written request is the successful applicant for the **job** posting, then:

1. The Employer will recognize the seniority and years of service of the employee at the facility at which she is working at the time of the hiring at Carlingview Manor, Ottawa, excluding Roseview Manor (Thunder Bay) and Hallowell House (Picton);
2. The employee will otherwise be subject to the terms of the collective agreement between **CAW** and Carlingview Manor, Ottawa;
3. The employee will be deemed to have quit at the facility **she** is leaving to accept the job posting at Carlingview **Manor**, Ottawa.

Notwithstanding the foregoing, an employee will not be entitled to receive more vacation than she would otherwise have if she had not accepted the position **at** Carlingview

Manor, Ottawa.

(c) In the event the employee who applied for the job posting according to the above is terminated with cause after being offered the posted position but before commencing to work at Carlingview Manor, Ottawa, then the offer of employment will be deemed to be a nullity and the job will be **offered** to the employee who next would have been offered the job, if any. Any grievance about such a termination shall be made according to the terms of the collective agreement in effect at the facility in which the employee was working at the time of the discharge. *Any* grievance **about** the job posting at Carlingview Manor, Ottawa shall be made according to the terms of this collective agreement.

(d) Notwithstanding the foregoing,

1. In the event an employee from the Roseview Manor **(Thunder Bay) facility or** Hallowell House (Picton) applies for a posting according to the above at a different facility listed in Appendix 'X'; or
2. In the event an employee from Schedule 'X' applies for a posting according to the above at either of the Thunder Bay CPL facility or the Hallowell House in Picton;

her seniority will not be counted at the time **the**

decision is made about filling the position and in the event she is the successful applicant, she will commence employment without seniority.

SCHEDULE 'X'

1. Central Care Corporation operating as Dover Cliffs Long Term Care Centre
2. Central Care Corporation operating as Versa-Care Centre, Hamilton; The Meadows (Ancaster) or Ridgeview (Stoney Creek)
3. Central Care Corporation operating as Versa-Care Centre, Lambeth
4. Central Care Corporation operating as Versa-Care Elmwood **Place**
5. Central Care Corporation operating **as** Carlingview Manor
6. Central Care Corporation operating as Versa-Care **Hallowell House**
7. Central Care Corporation operating as Versa-Care Centre, Thunder Bay
8. Central Care Corporation operating as Roseview **Manor**

27.02 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. The Union may request a meeting to **make**

representation on this matter.

27.03 Such notice will be posted in all departments and shall remain posted for ten (10) calendar days to permit applicants to make application for the vacancy. The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

27.04 If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

27.05 In considering applications, preference will be given according to seniority, provided that qualifications, experience, ability and skill of the employees concerned are relatively equal. It is agreed and understood that the interpretation of 27.04 must be read in conjunction with Article 24.01 (as indicated above).

27.06 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be

considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience, ability skill and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy **provided** she can perform the work.

27.07 The successful applicant shall be placed on trial in the new position for a period of 337 1/2 working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

(a) the employee feels that she is not suitable for the position and wishes to return to her former position,

or

(b) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

27.08 In the event of either Article 27.07 (a) or (b), 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 re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

27.09 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.

An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall not be given credit for all seniority and service accrued while outside the bargaining unit but will retain all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous position.

27.10 In respect of Articles 26.04 and 27.07, it is understood that:

(a) Article 26.04 shall apply only to transfers from one unit to another, i.e., from part-time status to full-time status.

(b) Article 27.07 shall apply only where a full-time employee transfers to another classification within the full-time unit.

27.11 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.

27.12 (a) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed **six** calendar weeks. Employees working less than 37 1/2 hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 27.06. 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 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 weeks duration as the Employer may deem appropriate.

(b) 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 (ie, part-time, full-time).

ARTICLE 28 - JOB CLASSIFICATION & WAGES

28.01 Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of the Agreement.

28.02 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.

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.

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.

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,

28.03 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 29 - PAYMENT OF WAGES

29.01 All employees will be **paid** bi-weekly on every second Thursday, for the payroll period ending the previous

Thursday. In the event that a paid holiday falls on a regular pay day, then the employees will be entitled to be paid on the Wednesday immediately preceding the normal **pay** day.

29.02 Payments shall be made for time actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors in excess of one day's **pay made** by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Administrator or his nominee and not delayed or paid on the following **pay** day. Errors of one day's pay or less shall be paid the next following **pay** day.

29.03 There shall be no pyramiding of **premium** pay, overtime pay, sick pay and paid holiday pay.

29.04 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.

ARTICLE 30 -- UNIFORMS

30.01 (a) The Employer agrees to pay a uniform allowance

of 5.2 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid Holiday premiums. Effective April 1, 2006 change quantum by adding one cent per hour or \$19.50 per year for full time employees, pro rated for **part:** time.

(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. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.01 Hours of Work:

(a) The normal work day shall be seven and one-half (7 1/2) hours, excluding the half-hour meal period. The normal bi-weekly work period for all employees shall be seventy-five (75) hours and within that period the Employer, to the best extent possible, shall schedule four (4) *days* off for an employee so as to permit two (2) consecutive *days* off in a week.

(b) The Employer will arrange shift schedules such that full-time employees will receive a minimum of one (1) weekend off in three (3). However, the Employer will endeavour

to maintain the current practice of one (1) weekend off in two (2) unless mutually agreed.

(c) Each seven and one-half (7 1/2) hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the shift.

The Employer agrees to provide free coffee or tea to employees during the rest periods referred to in this Agreement and during the half hour meal period.

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

Rest and Meal Periods shall be uninterrupted, except in case of emergency.

(e) This is not to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.

(f) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee who works full time shall be paid at straight time rates for 6 ½ or 8 ½ hours as appropriate.

(g) There shall be no split shifts.

31.02 Overtime:

(a) Subject to the provisions of 31.04, the Employer shall **pay** time and **one-half** the normal rate of **pay** calculated **to** the nearest 15 minutes worked for **all** time in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours in any **week** of the bi-weekly period. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employee's scheduled time off; provided, however, that such overtime has been authorized by the appropriate supervisor **or** acting supervisor. There shall be no pyramiding of premium **pay**, overtime pay, sick leave pay and paid holiday pay.

(b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

(c) **An** employee who is absent on paid time during her scheduled work week, because of sickness, Workers' Compensation, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

(d) An employee required to work at least three (3) hours overtime in succession with the end of her shift, will receive one (1) free meal.

ARTICLE 32 - SHIFT PREMIUMS

32.01 (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of thirty (30) cents 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) Responsibility Pay 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 \$3.00** for each shift from the time of the assignment.

(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 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift.

(d) Effective October 1, 2005 provide for a 15 cents per hour 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.

ARTICLE 33 - SCHEDULING OF DAYS OFF

33.01 The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and changeover of shifts, and forty (40) hours if there is one day off between the changeover, 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, for their **own personal convenience**, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or 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.

33.02 Except in the case of an emergency (and exclusive of the effect of an **exchange** of shifts between two (2) employees for personal convenience), 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 overtime rate

shall be paid for any days worked over seven (7) consecutive days by reason of such emergency or otherwise except only because of such exchange.

33.03 Work schedules covering a four (4) week period will be posted two (2) weeks in advance. An Employee's request for specific days off must be submitted to the Department Supervisor two (2) week in advance of posting. Such request will not be unreasonably denied.

33.04 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 (1 1/2) for all hours worked.

Employees **who** are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

ARTICLE 34 - WAGE PROGRESSION

34.01 Employees within their position classification will progress from "Level 1" to "Level 2" on the basis of 1,950 hours paid at "Level 1" to "Level 2". Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not

worked and paid for by the Workers' Compensation Board, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. All hours worked and hours paid during the probationary period (fifty (50) days), shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 35 - CALL-BACK & CALL-IN

35.01 When employees are called back to work after leaving the Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time or time and one-half (1 1/2) for actual hours worked, whichever is the greater.

35.02 (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 (1 1/2) **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

(1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee ~~will be paid as if the entire shift had been worked, provided she~~ completes the shift for which she was called in.

(d) If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.

35.03 Call-ins shall be by seniority within the classification, on a rotating basis, to be offered first to part time employees and then to full time employees, provided that the call-in will not result in overtime.

ARTICLE 36 - MINIMUM HOURS GUARANTEED

36.01 If an employee reports for work as scheduled but for whom no work at her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, **she** shall be entitled to a minimum of four (4) hours pay.

36.02 Article 36.01 above shall be waived in the event of Acts of God, power disruptions, internal labour disputes or circumstances beyond the control of the Employer.

ARTICLE 37 - PRORATION FORMULA

37.01 Proration Formula: 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. ~~the predetermined six (6) months period shall coincide with the pay period ending around June 30th and December 31st and the recalculated pro ration percentage where applicable shall apply in July for the pay period ending around June 30th and January for the pay period ending around December 31st.~~

a) Where the calculation of pro ration is determined by dividing the hours paid in the previous predetermined six (6) month period by .975 and then multiplying by 100. Effective October 1, 2006, the calculation shall be based on nine hundred and fifty (.950) hours.

b) Hours paid in calculating pro ration formula will include WSIB and W.I. and E.I. sick leave.

c) The employer shall continue to pay premiums for benefit plans for employees during the first two (2) weeks of sick leave and who are on a paid leave of absence (Weekly indemnity, E.I. sick leave or W.S.I.B. benefits), provided the employee contributes her share.

d) It is understood that the obligation of the

Employer to pay the aforesaid benefits **shall** continue only **so** long as the employment relationship between the Employer and employee continues.

e) 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.

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, benefits and holiday pay.

The predetermined six (6) month period shall coincide with the pay period ending around June **30th** and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around **June** 30th **and** February for the pay period ending around December 31st.

37.02 When an employee is on:

(a) maternity leave,

(b) -adoption leave, or

(c) approved leave of absence in excess of 30

continuous calendar days;

proration upon return, shall be based on the percentage (%) in effect prior to commencement of leave.

37.03 Employees who regularly work more than sixty six (66) hours bi-weekly, shall have 100 % of employer portion of insured benefits paid.

37.04 (a) 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 of employees regularly working **seventy five (75)** hours.

(b) Holiday pay and vacation pay for employees who regularly work less than seventy five (75) hours is **as follows:**

(i) Holiday pay - based on proration formula
(based on hours regularly worked - 4 hour
shift = 4 hours pay.)

(ii) Vacation pay - percentage of earnings.

37.05 (a) Weekly Indemnity participation is voluntary for all employees.

(b) 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.

(c) an employee who does not enrol at time of hire or within the eligibility period who has withdrawn, **may** enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

(d) notwithstanding (c) above;

- i) 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,
- ii) 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,
- iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period,

without evidence of insurability.

ARTICLE 38 -- PAID HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Float Day (to be taken in each calendar year)

(b) There shall be one (1) additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day. The intent is that there shall be no more than eleven (11) paid holidays through to the expiry date 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 of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary

period, the employee 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.

38.02 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 sixty (60) days following the anniversary date. It is agreed and understood that should the employee's anniversary date fall on one of the recognized paid holidays as indicated in Article 35.01, the Employer agrees that the employee shall have the option of working the paid holiday as in 36.01 and carrying forward the anniversary date to be taken at a later date mutually agreed between the Employer and the employee. This is not to be construed as pyramiding as in 36.09.

38.03 **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.

 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.
If an employee has met the qualifiers for statutory holidays,
they are deemed to have qualified for lieu day pay.

38.04 Employees required to work on any of the above paid holidays shall receive their regular day's **pay**, plus time and one-half for all time **worked** on such paid holiday.

38.05 In arranging payment for the above compensation, the Employer may by mutual agreement pay on any one of the following basis:

(a) *the* regular day's pay plus time **and** one-half (1 1/2) in money.

(b) time and one-half (1 1/2) in money plus one (1) day off **within** thirty (30) days prior to the **said** holiday and **sixty** (60) days following the said holiday.

(b) **one** (1) **day's pay plus** one and one-half (1 1/2) days off within thirty (30) **days prior** to the **said** holiday and sixty (60) days **following** the said holiday.

38.06 **For** purposes of clarification **as** to when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded

before 8:00 a.m.

38.07 In the event that **the** paid holidays fall on an Employee's day off or during her vacation period, the employee shall receive an additional **day** off, or one (1) day added to her vacation.

38.08 **An** employee who is absent on a paid holiday after being posted to work, forfeits all pay for that day.

38.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

ARTICLE 39 - VACATIONS

39.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from May 1 of any year to April 30 of the following year.

(b) Vacations are not cumulative from year to year and all vacations must be taken prior to the next vacation cut-off date. Employees shall not waive vacation and draw double time.

39.02 (a) Employees having less than one (1) year of service on April 30 in any year shall be entitled upon the completion of their probationary period to a credit of one (1)

day's vacation with pay for each month of service to a maximum of nine (9) working **days** vacation with pay.

(b) Employees with one (1) year or more of service but less than three (3) years as of April 30 of any year shall receive two (2) weeks vacation with pay or four (4) per cent of gross earnings paid by the Employer during the previous vacation year ending April 30, whichever is greater.

(c) Employees with three (3) years or more of service but less than eight (8) years as of April 30 of any year shall receive three (3) weeks vacation with pay or six (6) per cent of gross earnings paid by the Employer during the previous vacation year ending April 30, whichever is greater.

(d) Employees with eight (8) years or more of service but less than fifteen (15) years as of April 30 of any year shall receive four (4) weeks vacation with pay or eight (8) per cent of gross earnings paid by the Employer during the previous vacation year **ending** April 30, whichever is greater.

(e) Employees with fifteen (15) years or more of service but less than ~~twenty-three (23)~~ years as of April 30 of any year shall receive five (5) weeks vacation with pay or ten (10) per cent of gross earnings paid by the Employer during the previous vacation year ending April 30 whichever is greater.

(f) Employees with ~~Twenty three (23)~~ years or more of service years as of April 30 of any year shall receive six (6) weeks vacation with pay or twelve (12) per cent of gross earnings paid by the Employer during the previous vacation year ending April 30, whichever is greater.

(g) R.P.N.'s ~~with two (2) years of service provided they hold an RPN Certificate,~~ shall receive three (3) weeks' vacation with pay or **six** (6) per cent of gross **earnings** paid by the Employer during the previous vacation year ending April 30. whichever is greater.

(h) Vacations may normally be taken in the months of May to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees **for** vacation times will be indicated to the Employer by the employees in order of their seniority but the Employer will make the final decision as to when vacations can be taken.

39.03 Vacation **pay** shall be paid to all employees by separate cheque on the regular pay day in advance of the commencement of their vacation period and all normal deductions made from an employee's pay shall also be made from such vacation pay.

39.04 Effective in the vacation year commencing in 2005,

amend to reflect six (6) weeks for employees who have attained twenty-three (23) years of service at the commencement of the vacation year. Note: "Effective in the vacation year commencing in 2005" means that for the 2005 vacation year, if the agreement provides that you look at April 2005 to know what vacation to get in the 2005 vacation year, then if you have 23 years at that time, you receive six (6) weeks.

39.05 If an employee terminates her employment with the Employer or is discharged or laid off, she shall be paid vacation pay on the following basis:

(a) Four percent (4%) for all **time** paid from May 1 of any year, if the employee's service is less than one (1) year.

(b) Four percent (4%) for all time paid from May 1 of any year, if the employee's service is more than one (1) year and less than three (3) years.

(c) **Six** percent (6%) for all time paid from May 1 of any year, if the employee's service is more than three (3) years.

(d) **Eight** percent (8%) for all **time** paid from May 1 of any year, if the employee's service is more than eight (8) years.

(e) Ten percent (10%) for all time paid from May 1

of any year, if the employee's service is more than fifteen (15) years.

(f) Twelve percent (12%) for **all** time paid from May 1 of any year if the employee's service **is more** than twenty-three (23) years.

39.06 Employees **who** are regularly scheduled to **work** less than 75 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

<u>TOTAL HOURS PAID</u> <u>AS OF APRIL 30</u>	<u>VACATION</u> <u>ENTITLEMENT</u>
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1,800 hours to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year.
5,400 hours to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year.
14,400 hours to less	4 calendar weeks vacation with

than 27,000 hours paid	pay at 8% of gross earnings for the vacation year.
27,000 hours to less than 41,400 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.
41,400 hours or more	6 calendar weeks vacation with pay at twelve (12%)

For accrual purposes only hours worked to March 14, 1988 and hours paid effective March 15, 1988.

On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

ARTICLE 40 - HEALTH AND WELFARE

All Health and Insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula. Same **sex** spouses are eligible for insured benefits.

40.01 O.H.I.P.: The Employer has agreed to pay one hundred percent (100%) of the billed rate of the O.H.I.P. premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means if the employee produces an exemption certificate indicating coverage through another source, the

Employer is not liable for contribution.

40.02 Major Medical: The Employer agrees to implement a major medical \$10 -\$20 No Co-Insurance Plan (similar to Blue Cross E.H.C.). The Employees agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the Plan. If an employee is otherwise covered the Employer shall not be obligated to contribute.

40.03 Semi-Private: The Employer shall pay 100% of **the** premium cost of semi private coverage.

40.04 Life Insurance: **As** soon as practicable following "date of ratification" provide for not less than coverage of \$20,000 life insurance at each Home.

40.05 Vision Care: Effective April 1, 2005 increase vision coverage to one hundred and forty dollars (\$140) **per** twenty-four (24) month period.

40.06 Dental Plan: **The** Employer agrees to continue a dental plan (equivalent to Blue Cross #9), with a one (1) year lag O.D.A. fee schedule. 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.

(a) As soon as possible following 'date of ratification' amend Dental plan to reflect Fluoride treatments will be covered only for persons under the age of 18 years.

(b) As soon as possible following 'date of ratification' amend Dental plan to reflect that for persons 18 years and older, recall is on nine (9) month basis.

(c) As soon as possible following 'date of ratification' amend Dental plan to reflect that bite wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.

40.07 Hearing Aids: The Employer agrees to continue a \$300 Hearing Aid Benefit 100% Employer **paid**.

40.08 Change of Carriers: The Employer will notify the Union if it intends to change the insurance carrier as well as 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.

40.09 New Hires: All newly hired employees will be eligible to join the benefit plans and the calendar time waiting period will **apply** equally to all.

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 month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a 75 hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement **up** to 100% of the Employer's paid share of premiums and benefits.

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 but will not be eligible to claim benefits in the first six months of the enrolment and once (re)enrolled, may not withdraw from the plan(s) at a later date.

40.10 Enrolment: 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.

Late Enrolment or Re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

(a) Life - when coverage approved.

(b) Dental -*\$200.00 maximum benefit/covered **person.**

(c) EHC

(i) Drugs -*\$150.00 maximum benefit/covered person.

(ii) Vision - no benefit during first six months.

(iii) Hearing - no benefit during first six months.

* - During first 12 months of coverage.

40.11 The Employer shall continue to pay premiums for benefit plans **for** employees who are on paid leave of absence (Weekly Indemnity) or Workers' Compensation provided the employee contributes his/her share as per 23.05.

40.12 It is understood that the obligation of the Employer to pay the aforesaid benefits while on **Workers'** Compensation or paid leave of absence (**Weekly** Indemnity) shall continue only so long as **the** employment relationship between the Employer and employee continues.

40.13 The employees' share of the employer's unemployment insurance premium reduction will be retained by the employer towards offsetting the cost of the benefits contained in this agreement.

40.14 Health & Welfare Benefit Dispute Resolution Process:

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 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.

(g) 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.

(h) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. 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.

(i) 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 of rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

(j) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(k) 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, such grievances shall be referred to the grievance procedure in the collective agreement.

(1) Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

ARTICLE 41 - LEAVES OF ABSENCE

41.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

In requesting such Leave of Absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.

41.02 Union Leave:

(a) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to 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 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 Workers' Compensation coverage, such employees are deemed to be employed by the Union. It is the sole responsibility of the employee on such leave of absence to maintain her professional designation, licence, and qualifications.

Not more than one employee per bargaining unit shall be entitled to the said leave at any given time.

(b) 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, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

41.03 Bereavement Leave:

(a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum

of four (4) consecutive days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

(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, including the day of the funeral,

(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 no later than the day of the funeral,

(d) **An** employee shall be granted one (1) day bereavement leave without **loss** of pay to attend the funeral of her aunt, uncle, niece or nephew.

(e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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.

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

41.04 Jury & Witness Duty: If an employee is required to serve as 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:

i) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;

ii) presents proof of service requiring the employee's attendance; and

iii) deposits with the Nursing Home the full amount of compensation received, excluding mileage, **travelling** and meal **allowance**, and an official receipt thereof.

41.05 Pregnancy & Parental Leave:

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

(b) Pregnancy Leave:

(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 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

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.

(ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(iii) 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 39.05 (j).

(iv) Notwithstanding article 39.05 (b) (ii) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

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 rate of unemployment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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.

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.

Such payment shall commence after the two 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.

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.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

The SUB top-up by the Home will not take into

account UIC insurable earnings from sources other than this facility.

(c) **An** employee who does not **apply** for leave of absence under Article 41.05 (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 41.05 (b) (ii) 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 her opinion, delivery will occur or the actual date of her delivery.

(d) 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.

(e) **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 maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(f) Where the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 41.05 (e).

(g) 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.

(h) 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.

(i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, **as** provided under Article 41.05 (j) of this agreement. The employee shall give the employer at least two **(2)** weeks' notice, in writing, that **she** intends to take parental leave.

(j) Parental Leave:

(i) **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 a child or the date the child first came into care or custody of The employee, shall be entitled to parental leave.

(ii) 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 her own.

(iii) Parental leave must begin within thirty-five (35) weeks of the birth of the **child** or within thirty-five **(35)** weeks of the day the child first came into the custody, care and control of the

parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave **shall** be granted **for** up to eighteen weeks in duration and **shall**, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into **the** custody, care and control of a parent ~~for~~ the first time.

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

Parental leave ends eighteen (18) weeks after it began or on an earlier day if **the** employee gives the employer at least four (4) **weeks** written notice of that day.

(v) For **the** purposes of parental leave under Article 41.05 (j) Parental Leave, the provisions under 41.05 (a), (d), (e), (f) (g), (h) and (i) **shall** also apply.

41.06 Paternity Leave: Two (2) days unpaid paternity leave **shall be** granted **to male** employees to **be** taken within ten (10) days of the birth of his child.

ARTICLE 42 - PERSONAL LEAVE OF ABSENCE

42.01 (a) The Administrator shall have the discretion to grant a leave of absence without pay for extenuating personal reasons provided that the Administrator receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

(b) Employees who are on leave of absence will not engage in gainful employment with any other employer unless mutually agreed to between the Employer and the Union. If an employee does engage in gainful employment which has not been mutually agreed to while on such leave of absence, the employee will forfeit all seniority rights and privileges contained in this Agreement.

(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.

ARTICLE 43 - LEAVE OF ABSENCE RULES

43.01 To qualify for leave of absence, as stipulated in Article 42.01, the employee must have completed six (6) months of employment with the Employer.

43.02 If the **leave** of absence is granted, the employee shall be advised in writing with a copy to the Union.

ARTICLE 44 - PAID EDUCATIONAL LEAVE

44.01 Effective January 1, 2002, the Employer agrees to pay into a special fund two (2¢) cents per hour per employee for all paid hours for the purpose of providing paid education leave.

Such leave will be for upgrading the employees' skills in all aspects of **trade** union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from **November 13, 2001**, and sent by the employer to the following address: **CAW** Paid Education Leave Program, 205 Placer Court, Toronto, M2H 3H9.

44.02 The Employer further agrees that members of the bargaining unit 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.

44.03 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's 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.

ARTICLE 45 - SICK LEAVE PLAN

45.01 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:

(a) Absence for injury compensable under *the* provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.

(b) 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 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred per cent (100%) of scheduled lost time due to illness for the first two (2) weeks during any one illness.

(c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds ($66 \frac{2}{3}$) per cent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ($66 \frac{2}{3}$) per cent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.

(d) The Employer will pay 100 per cent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty **six** and two thirds ($66 \frac{2}{3}$) per cent of scheduled straight-time wages lost.

(e) 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 payments shall be mailed directly to the employee's home or by direct deposit.

a) Weekly Indemnity participation is voluntary for all employees.

b) 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.

c) **An** employee who does not enrol at the time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities January and July subject to evidence of insurability satisfactory to the carrier.

d) Notwithstanding (c) above:

(i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall, upon completion of an enrolment form, be enrolled at the commencement of the next sign up period.

(ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, shall, upon completion of an enrolment form, be enrolled within one (1) month of the successful posting,

(iii) an employee with an increase in his or her pro rata percentage of twenty per cent (20%) or greater, above the pro rata period immediately prior, may enrol, by completing an enrolment form, at the commencement of the next sign up period,

without evidence of insurability.

(f) 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.

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.

(g) When an employee is absent from work because of a disabling accident or sickness, the Employer in its discretion may request the right to request proof of illness by medical certificate. Such **discretion** shall not be unreasonably exercised.

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.

(h) **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 to the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

(i) The Employer will notify the employees of their accumulation of sick leave.

(j) **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 expect date of delivery subject to Article 42.01 (pregnancy leave).

Notwithstanding the foregoing, the following two provisions shall **apply**.

45.02 - For employees with current W.I. Plan

For those employees

(i) who have less than ten days in their bank at the date of execution of this memorandum of settlement, and

(ii) who, within a period commencing within six (6) months following date of execution of this memorandum of settlement, are absent from employment due to sickness or injury covered by this plan; and

(iii) shall upon provision of a medical note that the absence is reasonably expected to be for more than two (2) weeks,

be entitled to borrow, to be applied during the waiting period, with respect to the absence referred to in (iii) above, up to the **lesser of**

1. the difference between the number of days in the employee's bank at the date of execution of this memorandum of settlement and ten (10) days; or

2. **the** difference between the number of days in the employee's bank at the beginning of the absence referred to in (iii) above and ten (10) days

(NOTE: By way of example, an employee with 3 days at date of execution of this memorandum who is absent as described in (iii) above 3 months thereafter (at which time he or she had 6 days in his or her bank), will be entitled to borrow 4 days if required to be applied during the waiting period.

By way of further example, an employee with 8 days at date of execution of this memorandum of settlement who at the time of absence as described in (iii) above had 5 days in his or her bank, would be entitled to borrow 2 days.

An employee is entitled to borrow a maximum of five (5) days pursuant to this provision, which, without limiting the generality thereof, applies when the illness is to be for more than two (2) weeks.

The employee and the Union *agree* that in the event the employee does not return to employment, the Employer may deduct from outstanding vacation, the value of any days owing.

45.03 Full-time Part-time Sick Leave Transfers: Sick

leave benefits accumulated at time of transfer from full-time to part-time status or part-time to full-time status shall remain to the credit of the employee and shall be used in accordance with Article 41.01 of the Agreement.

45.04 The weekly indemnity plan will apply to employees upon completion of the probationary period.

45.05 The weekly indemnity cheques shall be mailed directly to the employees home.

45.06 Seriously Ill Prior to Vacation:

(a) 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.

(b) 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 her scheduled vacation.

45.07 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income.

45.08 Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

45.09 Once sick leave credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

45.10 When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of two (2) days and for the fourth and succeeding illness in a sick leave year.

45.11 **If** a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to her former **job**, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

ARTICLE 46 - WORKPLACE SAFETY AND INSURANCE

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

(a) An employee will not be eligible for paid holidays, sick leave or uniform allowance or any other benefits of this Agreement except where specified otherwise during any absence covered by WSIB.

(b) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB benefits shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of this Agreement.

46.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 23) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at its discretion.

46.03 An employee shall continue to accrue seniority for purposes of layoff, recall, job posting or other non-economic reasons while in receipt of WSIB benefits for a period of up to thirty (30) months. During this period, an employee shall have the right to return to work upon the recommendation of the WSIB

or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

45.04 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim or illness, or at the expiry of the normal maternity, or adoption leave provisions and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim, but prior to two (2) full years mentioned in Article 46.03 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 21. (This would be effected by the returning employee **displacing** the employee **with** the least seniority in the category to **which** she **is** returning.)

46.05 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification that is

covered by this Agreement, then the returning employee may **exercise** her seniority if 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 to which she is returning.

46.06 The Employer will pay the employee's regular wages on the day of the accident.

NOTE: **Also** refer to Article 37.05 - Weekly Indemnity Enrolment & Proration.

46.07 WSIB 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 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 45.

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 Board**. If the claim for the **WSIB Board** is not approved, the monies paid as an advance will be applied towards the benefits to which she **would be**

entitled under the Sick Leave Plan Article 45. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 47 - RETROACTIVE PAY

47.01 Retroactive payment to be made within two (2) full pay periods following ratification and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is **lost** if not claimed within 30 days. Employer will pay retroactivity on a separate cheque, with a breakdown of hours.

ARTICLE 48 - GENERAL

48.01 (a) Physical Examinations Before final acceptance for employment, all applicants will be required to pass a physical examination. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Home. If an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the

physical examination.

(b) All employees are required to have an annual chest x-ray. With respect to chest x-rays, the Union has agreed to use its best efforts to arrange with the local Sanatorium Association to have the portable unit brought to the Home. If this cannot be arranged, the employee will be required to attempt to have the x-ray on her own time at her own expense, if any.

(c) 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 her 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.

48.02 Bulletin Boards: No prior written approval from the Employer is required for The Union to post notices of Union activities on bulletin boards.

48.03 Letters of Reprimand: Letters of reprimand, discipline and suspension shall be removed from all files after a period of eighteen (18) months.

48.04 Printing of Agreement: The Employer and the Union will share equally in any cost of printing of the Agreement.

48.05 Annual Medical: 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 unless the Ministry of Health requires such.

48.06 Drug Plan: The Drug plan will be modified as necessary to require generic substitutions for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

48.07 Inservices and Meetings: Both the Employer **and** the union recognize the joint responsibility and commitment to provide for and participate in, in-service education. Available programs will be publicized.

48.08 When an employee is required by the Employer to attend meetings, in-service and other work related functions 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 and such time shall not be counted towards the calculation of overtime, or at the employee's option, she shall receive equivalent time off, at a time mutually agreed upon.

48.09 The Employer shall upon entry into any service

agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of any documents and materials which it is required to post in the Home pursuant to the Nursing Homes Act.

ARTICLE 49 - DURATION, TERMINATION & SIGNING OF AGREEMENT

49.01 This Agreement shall continue in full force and effect for a period from April 1, 2004 until June 30, 2007 and shall continue automatically thereafter during annual periods of one year each, unless or until either party notifies the other within the three (3) months next preceding the expiration date of the Agreement in writing that it desires to amend or terminate this Agreement.

49.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is agreed upon.

49.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, 1983, Chapter 42 and any amendments thereto.

49.04 The Union will prepare final drafts of the collective agreement and provide same to the Employer. The Employer will review the said documents and return them to the Union within sixty days. The parties to split the cost of printing the agreement.

ARTICLE 50 - PENSION PLAN

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

50.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight 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 **nine** hundred and seventy-five (975) hours of **service**.

50.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount **equal** to four percent (4%) of the applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

50.03 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.

50.04 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 his required to contribute only that amount as required by the collective agreement in force between the parties.

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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.

50.05 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 P8, 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 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 by article .05 of the agreement are:

i) To Be Provided Once Only at Plan Commencement:

Date of Hire

Date of Birth

Date of first remittance

Seniority List

(for purposes of calculations past service credits)

ii) To Be Provided With Each Remittance:

Name

Social Insurance Number

Monthly remittance

Pensionable earnings

iii) To Be Provided Once, and if Status Changes:

Address as provided to the Home
Termination date when applicable


iv) To Be Provided Once if they are Readily Available:

Gender
Marital Status

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the 7th day of November, 2004. *5/04*

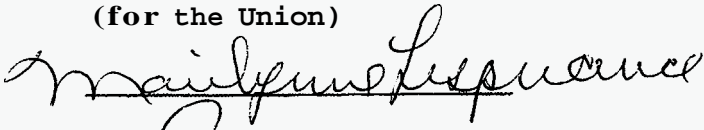
CENTRAL CARE CORPORATION
OPERATING AS CARLINGVIEW
MANOR, OTTAWA

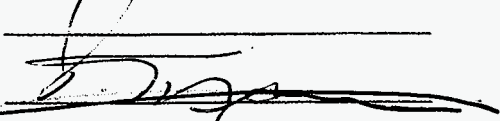
(for the Employer)



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

(for the Union)





INTERIM WAGE SCHEDULE - OTTAWA - C.A.W. (SJ)

CLASSIFICATION	STEP	Expired Apr 1/04 • (+ 0.15 PE)	April 1/04 • (+ 0.46 GWI)	April 1/05 • (+ 0.15 PE)	May 1/05 * (+ 0.46 GWI)	June 1/06 * (+ 0.46 GWI)
			RPN • (+ 0.25 GWI)		RPN • (+ 0.25 GWI)	RPN * (+ 0.25 GWI)
R	1 yr	18.583	19.293	19.443	20.153	20.853
	2 yr	19.018	19.728	19.878	20.588	21.288
Nurse Aide	Start	15.248	15.708	15.858	16.318	16.768
Activity Aide (Uncertified)	1 yr	15.693	16.153	16.303	16.763	17.213
	2 yr	16.184	16.644	16.794	17.254	17.704
P.S.W. (H.C.A.)	Start	15.398	15.858	16.008	16.468	16.918
Activity Aide (Certified)	1 yr	15.843	16.303	16.453	16.913	17.363
Ward Clerk, Restorative Aide (0.15 cents above Nurse Aide)	2 yr	16.334	16.794	16.944	17.404	17.854
Housekeeping	Start	15.080	15.540	15.690	16.150	16.600
Laundry	1 yr	15.559	16.019	16.169	16.629	17.079
Dietary Aide	2 yr	16.005	16.465	16.615	17.075	17.525
Cook 1	Start	16.663	17.123	17.273	17.733	18.183
	1 yr	17.177	17.637	17.787	18.247	18.697
	2 yr	17.600	18.060	18.210	18.670	19.120
Cook 11	Start	16.005	16.465	16.615	17.075	17.525
	1 yr	16.463	16.923	17.073	17.533	17.983
	2 yr	16.942	17.402	17.552	18.012	18.462
Office / Clerical	Start	15.248	15.708	15.858	16.318	16.768
	1 yr	15.693	16.153	16.303	16.763	17.213
	2 yr	16.184	16.644	16.794	17.254	17.704
O/T & PTT Aides	Start	15.816	16.276	16.426	16.886	17.336
Certified Rehab Assistant	1 yr	16.273	16.733	16.883	17.343	17.793
	2 yr	16.730	17.190	17.340	17.800	18.250
Maintenance	Start	17.254	17.714	17.864	18.324	18.774
	1 yr	17.655	18.115	18.265	18.725	19.175
	2 yr	18.101	18.561	18.711	19.171	19.621

* NOTE: PE = Pay Equity; GWI = General Wage Increase

Probation Rate = 0.20 cents per hour less than Start Rate

Handyman = 0.15 cents per hour above Housekeeping Rate

PROBATIONARY RATE: To be twenty (20) cents less per hour than the Start Rate in all classifications.

Handyman: A premium of fifteen (15) cents per hour above the applicable housekeeping rate to be paid for all hour worked in the handyman classification when designated by the Employer.

Health Care Aide classification or Health Care Aide Certificate or equivalent presently being recognized by the Employer. Employees who work as Activity Aides and who hold a Health Care Aide certificate or Recreation Certificate shall receive 15 cents above their applicable classification rate. The Employer recognizes the Personal Support Worker (P.S.W.) as equivalent to Health Care Aide (H.C.A).

It is agreed that thirty (\$0.30)cents per hour will be added to the existing base rate in effect and paid in addition to such wage rates as set out in the collective agreement beginning April 1, 2004. The thirty cents (\$0.30) per hour will be paid as follows:

Effective April 1, 2004 the wages in effect on March 31, 2004 have been increased by fifteen cents (\$0.15) per hour, pursuant to the previous pay equity agreement.

Effective April 1, 2005 the wages in effect on March 31, 2005 have been increased by fifteen cents (\$0.15) per hour, pursuant to the previous pay equity agreement.

It is understood that the above wages and payments are inclusive of pay equity payments which satisfy all obligations under the Pay Equity Plan

Recent Related Experience

Where an RPN is hired and has recent related RPN experience in long term care or hospital setting, she must apply for recognition of that experience on the wage grid, up to the 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 years' experience. When the experience is part time one year equals 1,800 hours worked.

ADDENDUM TO AGREEMENT COVERING

PART-TIME BARGAINING UNIT EMPLOYEES

Between :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR

(hereinafter referred to as the "Employer")

OF THE FIRST PART;

- AND -

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

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WHEREAS the Union has been certified by The Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of Carlingview Manor in the City of Ottawa, regularly employed for not more than twenty-two and one-half (22 1/2) hours per week save and except Registered Nurses, Graduate

Pharmacists, Undergraduate Pharmacists, Graduate Dieticians, Student Dieticians, Technical Personnel, Supervisors, Foremen, persons above the rank of Supervisor or Foreman and Students employed during the school vacation period.

INCORPORATION

The Employer and the Union agree that all provisions of the Full-time Collective Agreement to which this addendum is attached, shall be incorporated into the addendum and be applicable to part-time employees as hereinbefore defined, unless such provisions are specifically excluded in their application to part-time employees.

The Employer and the Union agree that all **Articles of the** Full-time Collective Agreement shall apply to part-time employees except as specified below:

ARTICLE 7 - UNION SECURITY & CHECK OFF OF UNION DUES

7.02 Such deductions shall commence **in the month** immediately following the date of hire. Before the end of each month, the Employer shall remit by cheque *to* the Union the total **amount** of deductions made for the **month and** name the employees from whose pay such deductions have been made.

ARTICLE 12 - COMMITTEES

12.01 The Employer will recognize a Union Grievance Committee consisting of not more than two (2) employees of the unit herein as Stewards from different departments of the

Employer.

Such Stewards shall be elected by the Employees of the Home and each Steward shall be an employee of the Employer and shall have acquired seniority.

12.02 (a) One (1) of the Stewards shall be elected by the said Employees as the Chief Steward who may be the principal spokesman for the Committee composed of not more than two (2) Stewards.

(b) The Chief Steward from the full-time unit may also be the Chief Steward for the part-time unit.

12.03 The Union will notify the Employer in writing of the names of the Stewards from time to time and the Employer will not be required to **recognize the Stewards** or the Union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.

12.04 The Union acknowledges that Stewards have regular duties to perform for the Employer and that they will not leave their regular duties without first obtaining permission from their immediate Supervisor.

12.05 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, 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.

ARTICLE 21 - PROBATIONARY PERIOD AND SENIORITY

21.01 An employee will be on probation and will not **have** any seniority standing with the Employer until she has completed three-hundred and seventy-five (375) regular hours of work. It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational, basis, of the Employer.

21.02 Upon the successful completion of the probationary period, the employee's seniority shall date back three hundred and seventy-five (375) hours from the date seniority was attained.

21.04 Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment expressed in hours worked.

ARTICLE 24 - PROMOTIONS AND DEMOTIONS

Not applicable.

ARTICLE 25 - LAYOFFS AND RECALLS

25.02 The Employer agrees to give **as** much advance notice of layoffs and recalls as is reasonably possible.

ARTICLE 26 - TRANSFERS

26.06 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 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

ARTICLE 29 - PAYMENT OF WAGES

29.04 Employees covered by this Agreement shall be paid the hourly rate equivalent of the applicable full-time rate of the classification of which they are regularly employed.

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.01 (a) Not applicable.

(c) There must be two (2) rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift. A full shift shall mean seven and one-half (7 1/2) consecutive hours worked, excluding meal periods and including rest periods. Rest and Meal Periods shall be uninterrupted except in case of emergency.

ARTICLE 33 - SCHEDULING OF DAYS OFF

33.01 Work schedules are to be posted at least two (2) weeks in advance.

33.02 Employees covered by this Agreement will not be regularly scheduled for more than twenty two and one-half (22 1/2) hours per week. However, part-time employees may be offered more work in any week, which the Employee has the option of refusing. Such work shall be offered in accordance with seniority and with due regard to the employee's stated availability for work.

33.03 Part-time employees shall not be scheduled for more than seven (7) consecutive days.

ARTICLE 34 - WAGE PROGRESSION

34.01 Employees having gained seniority shall advance to the next higher wage step for each **block** accumulation of 1,760 hours of work. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and **paid** for under the Workers' Compensation Act, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (three hundred and seventy-five (375) hours) shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 37 - PRORATION FORMULA

k

See Full time Agreement.

ARTICLE 38 - PAID HOLIDAYS

See Full time **agreement**; **Subject** to proration formula.

ARTICLE 39 - VACATIONS

39.01 Part-time employees who are in the employ of the Employer at the 30th **day** of April of any year shall **be** entitled to vacation pay as follows:

TOTAL HOURS PAID	VACATION ENTITLEMENT <u>AS OF APRIL 30TH</u>
0 hours to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 hours to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5,400 hours 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 hours to 41,400 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings fox the

vacation year

41,400 hours or more paid 6 calendar weeks vacation with
pay at 12% of gross earnings
for the vacation year

For accrual purposes only, hours worked to March
14, 1988 and hours paid effective March 15, 1988.

On and after March 15, 1988, 1800 hours paid equals
one (1) year of service.

39.02 Vacations (Transfers): If an employee transfers
from permanent part-time or part-time to full time or vice versa,
the following method shall be used to calculate her vacation
service date: 1800 hours paid equals one (1) year of service.

39.03 For those employees requesting vacation time,
vacation will be scheduled during the months of May to September
which shall be taken on a seniority basis within each department.
Preference of the employees for vacation time will be indicated
to the Employer by the employees in order of seniority, but the
Employer will make the final decision as to when vacations can be
taken.

39.04 Vacation pay shall be paid to all employees by
separate cheque and all normal deductions made from Employee's
pay shall also be made from such vacation pay.

ARTICLE 45 - SICK LEAVE PLAN

Same as full-time agreement, subject to pro-ration formula.

ARTICLE 46 - WORKPLACE SAFETY & INSURANCE BOARD

46.02 Not applicable.

46.03 During the period of up to thirty (30) months, an employee shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her job.

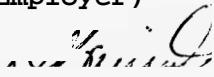
ARTICLE 50 - PENSION PLAN

Same as full-time agreement, subject to proration formula.

Dated this 7th day of November, 2005.

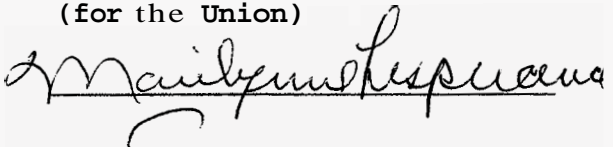
CENTRAL CARE CORPORATION
OPERATING AS CARLINGVIEW
MANOR, OTTAWA


(for the Employer)

_____  _____

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

(for the Union)

_____  _____

_____ 

LETTERS OF UNDERSTANDING

Between :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR OTTAWA

- and -

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

This signature sheet covers the following listed Letters of Understanding:

1. Re: Pension
2. Re: Sick Leave - Pre-scheduled Hours
3. Re: Part-time Vacation Pay
4. Re: Elected or Appointed to Federal, Provincial, Municipal or Regional. Municipal Office
5. Re: Cook II
6. Re: Vacation Days - Full-time Employees
7. Re: Christmas/New Year's Schedule
8. Re: Job Posting - Letter of Clarification
9. Re: Punching-In at the Time Clock
10. Re: CMI Results
11. Re: Harassment Policy in Respect of CAW Members

- 12. Re: Violence Against Women
- 13. Re: Chiropractic Eye Coverage
- 14. Re: Resident Abuse
- 15. Re: Part-Time Dietary Aide
- 16. Re: Greenshield
- 17. Re: Working Short
- 18. Re: Pension

Dated this 7th day of November, 2004. S.O.

FOR THE EMPLOYER:

Albin

FOR THE UNION:

Marilyn Esperance

[Signature]

LETTER OF UNDERSTANDING

-1-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Pension

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, **or the** amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and **Partners** will be retained to adjudicate the **issue**, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the

- Employer is not responsible for any problems which **arise** from **the** failure to collect the employee matching contribution.
4. The Union agrees that the **Trustees** appointed by **them** shall ensure that the funds transferred from the **Employer** for and on behalf of their employees to the Plan will be **invested in** accordance with the applicable legislation.
 5. The Union further undertakes to provide **actuarial** valuation and investment performance statements to the **Employer** as they become available to the Union *or* required by law, whichever is the most frequent.

XX

LETTER OF UNDERSTANDING

- 2 -

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Sick Leave - Prescheduled Hours

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours if pre-scheduled twelve (12) hours or more in accordance with the sick leave article. The Employer will pre-schedule for absences once it has knowledge thereof to the extent that it is able to do so.

XX

LETTER OF UNDERSTANDING

- 3 -

BETWEEN :

**CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA**

- and -

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

Re: Part-time Vacation Pay

Vacation Pay for part-time employees will be paid once per year at the request of the employee. It is the responsibility of the employee to ensure that they take a minimum of two (2) weeks off for vacation. The Employer has the right to schedule vacation time off if the employee does not do so.

LETTER OF UNDERSTANDING

-4-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Elected or Appointed to Federal, Provincial, Municipal or
Regional Municipal Office

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 her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with her 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.

LETTER OF UNDERSTANDING

-5-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Cook II

Employees currently employed as Cook II, who hold a permanent Certificate of Qualification as per the Apprenticeship and Tradesman's Qualification Act, Regulation 36, Section 21, shall be reclassified as Cook I when such Certificate is provided to the Employer.

LETTER OF UNDERSTANDING

- 6 -

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re : Vacation Days - Full time Employees

It is agreed that the Employer will grant single vacation days to employees and the Union agrees that such granting of days is at the discretion of the employer and shall not unduly affect the proper operation of the Nursing Home.

Employees shall advise the Employer in writing of their intention to take single vacation days by April 1 of each year.

Employees requesting such single days shall give the Employer two (2) weeks notice of their intent to take these days, ensuring such requests are within the scope of the Collective Agreement.

It is understood and agreed that for the purpose of this understanding, single vacation days shall not be granted between the period of December 15th and January 15th of any given year(s).

LETTER OF UNDERSTANDING

-7-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re : Christmas/New Year's Schedule

Employees shall be scheduled off either Christmas or New Year's.

In the event that there are too many requests for either day off, the deciding factor(s) shall be seniority. It is understood that part-time employees must be available to work for either Christmas or New Year's.

In the event that both Christmas and New Year's off can be accommodated for staff, it shall be offered according to seniority.

In the event that an employee wishes to work both Christmas and New Year's, this would not be a violation of this Letter of Understanding.

LETTER OF UNDERSTANDING

- 8 -

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re : Job Posting - Letter of Clarification

For those agreements having a trial period as part of the job posting procedure, 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.

LETTER OF UNDERSTANDING

- 9 -

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Punching-In at the Time Clock

The Union and the Employer agree that employees are personally responsible to punch in at the time clock in sufficient time to report to their work station at the scheduled **start** of their shift and to punch out when their tour of duty **is** complete.

Employees who, without a valid reason arrive late at work, leave early from their scheduled tour of duty or neglect to punch their time card on a regular basis (which time amounts to more than fifteen (15) minutes in a pay period) shall not be paid for time missed. The Employer agrees to consider the appropriateness of **the** reason **for** the lateness, prior to reducing the pay of **the** employee.

Continued infractions shall be dealt with promptly by the Employer and may be accompanied by a warning according to the progressive discipline procedure.

It is further agreed and understood that this fifteen (15) minute period does not preclude the obligation **of the** employee to report for work on time and as scheduled, nor should this period be construed as allowing the employee to be consistently late **for** duty.

LETTER OF UNDERSTANDING

-10-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: CMI Results

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

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing of the levels in the bargaining unit, 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.

LETTER OF UNDERSTANDING

-11-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Harassment Policy In Respect Of CAW Members

1. **Policy**

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

2. **What is Harassment?**

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

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

3. **Responsibilities**

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

All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the

workplace is an offence under the law.

The Employer and the CAW will jointly investigate all complaints.

The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the CAW.

All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

1. Name calling
 2. Racial slurs or jokes
 3. Mimicking a person's accent or mannerisms
 4. Offensive posters or pictures on paper
 5. Repeated sexual remarks
 6. Physical contact that could be perceived as degrading
 7. Sexual flirtation, advances, propositions
 8. Leering
 9. Comments about a person's sex life
 10. Innuendo, gestures or taunting about a person's body, disability, attire or gender,
4. The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure

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

1. All complaints of harassment (or retaliation for having brought

forward a complaint of harassment) are brought to the attention of the Employer and the CAW. They may be either verbal or in written form.

2. The Employer and the CAW will document the complaint and the individual will be informed of his/her rights.
3. The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.
4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and the CAW.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.
9. At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into Step 2 of the grievance procedure for resolution.
10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
1. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

2. 100%

LETTER OF UNDERSTANDING

-12-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

Re: Violence Against Women

The parties hereby recognize and share the concern that women may 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.

LETTER OF UNDERSTANDING

-13-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
{CAW-CANADA}

RE: CHIROPRACTIC: EYE COVERAGE

Where the benefit plans provide for chiropractic coverage and eye examinations, the Employer agrees that that coverage will continue notwithstanding that O.H.I.P. no longer includes such services as insured services.

LETTER OF UNDERSTANDING

-14-

BETWEEN:

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

RE: RESIDENT ABUSE

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

The Employer will provide as in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working

hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

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

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

LETTER OF UNDERSTANDING

-15-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

RE: DIETARY AIDE (PART-TIME)

For the purpose of article 35.03, name of part-time dietary aide who cooks shall be deemed to be in the same classification as cook.

LETTER OF UNDERSTANDING

-16-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

RE : GREENSHIELD

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

LETTER OF UNDERSTANDING

-17-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

RE : WORKING SHORT

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,

LETTER OF UNDERSTANDING

-18-

BETWEEN :

CENTRAL CARE CORPORATION
OPERATING AS
CARLINGVIEW MANOR, OTTAWA

- and -

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

RE: PENSION

During the course of bargaining the Union raised a number of concerns on the structure of the current pension plan, and the inability of the parties to enroll new employees in the newly built facilities into the current pension plan. The Union, because of not being part of the structure of the pension plan, is contemplating leaving the plan. Therefore the parties agree to meet during the 2005 calendar year to discuss various methods and options available to them to deal with this matter.