

# **COLLECTIVE AGREEMENT**

**Between**

**CENTRAL CARE CORPORATION  
OPERATING AS  
CARLINGVIEW MANOR**

**and**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION OF  
CANADA (CAW-CANADA) AND ITS LOCAL 830**

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**CANADA**

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**Effective from: July 1, 2007 to June 30, 2010**

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## **COLLECTIVE AGREEMENT**

between

### **CENTRAL CARE CORPORATION OPERATING AS CARLINGVIEW MANOR**

(Hereinafter referred to as the "Company")

and

### **NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 830**

(Hereinafter referred to as the "Union")

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#### **PREAMBLE**

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 1: PURPOSE OF AGREEMENT**

- 1.01 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**

- 5.01 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

6.01 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) The Employer agrees, that for the purpose of Master Bargaining, a committee consisting of the unit chairperson and one (1) committee person, selected by the Union, will be recognized.
- 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.
- (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 co-operation 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**

- 16.01 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**

- 18.01 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.
- 18.02 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 (a) 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.
- (b) The definition of employee layoff is expanded to include a permanent or long-term reduction in hours in an employee's regularly scheduled hours of work.
- 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 one (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

posting shall include the reference to the floor where the vacancy exists as follows: This position is currently assigned \_\_\_\_\_ floor. This assignment is subject to change at any time for operation reasons. 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. For the purposes of job postings only, full-time and part-time seniority lists are deemed merged into one (1) list.
- 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 employees 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 (i.e. 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 seven cents (7¢) per hour (or equivalent if rate is monthly or annually), such amount not to form part of the regular hourly rate for purposes of overtime and paid Holiday premiums. The Employer will supply aprons to the dietary staff.
- (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 33.04, 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.
- (e) An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive and two (2) times her regular straight time hourly rate for such additional authorized overtime.

**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 seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
  - (c) Where there is neither an RN nor a supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.

When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to



their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.

- (d) Effective January 1, 2008 provide for a twenty cent (20¢) 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 requests for specific days off must be submitted to the Department Supervisor two (2) weeks 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 proration percentage where applicable shall apply in July for the pay period ending around June 30 and January for the pay periods ending around December 31.

- (a) Where the calculation of proration 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 proration 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

July 1<sup>st</sup> (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 31.02.

**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.

- (c) 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. The Employer will post a list requesting vacation preference on March 15<sup>th</sup>. The list will remain posted until April 30<sup>th</sup>. Employees will be allotted their preference on the basis of seniority. A finalized list will be posted by the Employer by May 15<sup>th</sup>.
- (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 percent (4%) 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 percent (6%) 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 percent (8%) 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 percent (10%) 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 percent (12%) of gross earnings paid by the Employer during the previous vacation year ending April 30, whichever is greater.
  - (g) Employees with **twenty-eight (28)** years or more of service years as of April 30 of any year shall receive seven (7) weeks vacation with pay or fourteen percent (14%) of gross earnings paid by the Employer during the previous vacation year ending April 30, whichever is greater.
  - (h) **R.P.N.'s** with two (2) years of service provided they hold an **R.P.N. 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.
  - (i) 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)

(e)

(f)

(g)

39.06

Total Hours Paid as of April 30	Vacation Entitlement
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1800 hours to less than 5400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year.
5400 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 than 27,000 hours paid	4 calendar weeks vacation with 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 10% of gross earnings for the vacation year.
41,400 hours to less than 51,150 hours paid	6 calendar weeks vacation with pay 12% of gross earnings for the vacation year.
51,150 hours paid or more	7 calendar weeks vacation with pay 14% 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.

#### 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 Employer 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. Effective January 1, 2008, the \$10-\$20 co-insurance is deleted and a drug card will be implemented with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included). Coverage applies to prescriptions which must by law be prescribed by a licensed physician. Generic substitution will apply unless specifically prescribed otherwise by the doctor. No annual deductible or lifetime maximum for drugs."
- 40.03 Life Insurance: As soon as practicable following "date of ratification" provide for not less than coverage of twenty-five thousand dollars (\$25000.00) life insurance at each Home for full-time employees.
- 40.04 Vision Care: Effective August 1, 2007 increase vision coverage to one hundred and sixty dollars (\$160) per twenty-four (24) month period. This amount can be used towards laser surgery.
- 40.05 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.
- 40.06 Hearing Aids: The Employer agrees to continue a \$300 Hearing Aid Benefit 100% Employer paid.
- 40.07 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.

40.08 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.

40.09 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 chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

1. A life changing event, such as divorce or death of a spouse;
2. When an employee transfers from a part-time classification to a full-time classification.

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

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) Drug car provided, \$1.00 co-payment per prescription. Cover prescription drugs which by law must be prescribed by a licensed physician. Generic substitution unless specifically prescribed otherwise by the doctor. Dispensing fee cap of seven dollars and fifty cents (\$7.50) per prescription. (No annual deductible or lifetime maximum for drugs.)
  - (ii) Vision - no benefit during first six months.
  - (iii) Hearing - no benefit during first six months.
- \* - During first 12 months of coverage.

40.10 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.
- (l) 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, unless such notice is not reasonably possible to be confirmed 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 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 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 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 41.05 (pregnancy leave).

Notwithstanding the foregoing, the following two provisions shall apply.

- (k) The Employer to issue the Record of Employment (ROE) within five (5) days of the last worked shift for unscheduled sick leave and the last shift worked for who have provided at least five (5) days notice of a scheduled sick leave.

In all instances, on the ROE, box 19 will be filled out to help secure a quicker E.I. payment.

Members who are eligible to apply for and receive E.I. sick leave, without the full two-week waiting period, will be provided with the top-up benefits from the Employer.

Immediately after the completion of E.I. sick leave coverage, members will have access to the Weekly Indemnity (W.I.) plan.

While on W.I. benefits will continue to be covered by the Employer.

#### 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**.
- 46.04 (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 Union will prepare final draft of the collective agreement and provide the same to the Employer. The Employer will review the said document and return them to the Union within sixty (60) days. The parties agree to split the cost of the printing of the Collective 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 In-services 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.
- 48.10 Recent Related Experience
- Where an RPN is hired and has recent related RPN experience in long term health 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 graded on the basis of one year's movement on the grid for each one year of experience. When the experience is part-time one (1) equals eighteen hundred (1800) hours worked.

#### **ARTICLE 49: DURATION, TERMINATION & SIGNING OF AGREEMENT**

- 49.01 This Agreement shall continue in full force and effect for a period from July 1, 2007 until June 30, 2010 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.

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 50.02 will be added to the employee's 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 is required to contribute only that amount as required by the collective agreement in force between the parties.

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

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, CHP8, 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 20 day of 10<sup>th</sup>, 2009.

**CENTRAL CARE CORPORATION  
OPERATING AS  
CARLINGVIEW MANOR**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS' UNION OF CANADA (CAW-  
CANADA) AND ITS LOCAL 830**



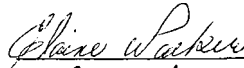
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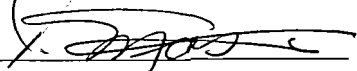
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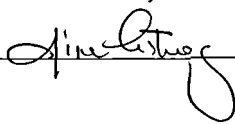
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**WAGE SCHEDULE OTTAWA - C.A.W. (SJ)**

Classification		July 1, 2007	July 1, 2008	July 1, 2009
		2.75%	2.6%	3%
RPN's +.25	Start	21.184	21.985	22.895
	1 Year	21.676	22.490	23.415
	2 Years	22.123	22.948	23.886
Nurses Aide Activity Aide (Uncertified)	Start	17.229	17.677	18.207
	1 Year	17.686	18.146	18.690
	2 Years	18.191	18.664	19.224
PSW(H.C.A.)	Start	17.383	17.835	18.370
	1 Year	17.840	18.304	18.853
	2 Years	18.345	18.822	19.387
H.K Laundry Dietary Aide	Start	17.057	17.500	18.025
	1 Year	17.549	18.005	18.545
	2 Years	18.007	18.475	19.029
Cook I	Start	18.683	19.169	19.744
	1 Year	19.211	19.710	20.301
	2 Years	19.646	20.157	20.762
Cook II	Start	18.007	18.475	19.029
	1 Year	18.478	18.958	19.527
	2 Years	18.970	19.463	20.047
Office and Clerical	Start	17.229	17.677	18.207
	1 Year	17.686	18.146	18.690
	2 Year	18.191	18.664	19.224
OT&P Certified Rehab Assistant +.30	Start	18.113	18.884	19.751
	1 Year	18.582	19.365	20.246
	2 Years	19.052	19.847	20.742
Maintenance	Start	19.290	19.792	20.386
	1 Year	19.702	20.214	20.820
	2 Years	20.161	20.685	21.306

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 for 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 shall be increased by fifteen cents (\$0.15) per hour.

Effective April 1, 2005 the wages in effect on March 31, 2005 shall be increased by fifteen cents (\$0.15) per hour.

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

#### 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 "Company")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 830**

(Hereinafter referred to as the "Union")

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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.

A lay-off shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.

**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 2: 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**

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 as of April 30	Vacation Entitlement
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1800 hours to less than 5400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year.
5400 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 than 27,000 hours paid	4 calendar weeks vacation with 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 10% of gross earnings for the vacation year.
41,400 hours to less than 51,150 hours paid	6 calendar weeks vacation with pay 12% of gross earnings for the vacation year.
51,150 hours paid or more	7 calendar weeks vacation with pay 14% of gross earnings for the vacation year.

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.

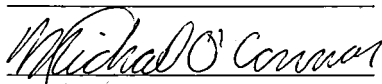

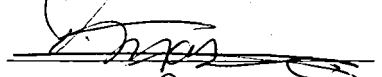

**ARTICLE 50: PENSION PLAN**

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

Dated this        day of        , 2009.5.

**CENTRAL CARE CORPORATION  
OPERATING AS  
CARLINGVIEW MANOR**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS UNION OF CANADA (CAW-  
CANADA) AND ITS LOCAL 830**

**LETTERS OF UNDERSTANDING**

between

**CENTRAL CARE CORPORATION  
OPERATING AS  
CARLINGVIEW MANOR**

(Hereinafter referred to as the "Company")

and

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA  
(CAW-CANADA) AND ITS LOCAL 830**

(Hereinafter referred to as the "Union")

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This signature sheet covers the following listed Letters of Understanding:

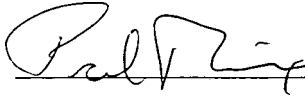
1. Re: Pension
2. Re: Sick Leave - Pre-scheduled Hours
3. Re: Part-time Vacation Pay
4. Re: Elected or Appointed to Federal, Provincial, Municipal or Regional Municipal Office
5. Re: Cook II
6. Re: Vacation Days - Full-time Employees
7. Re: Christmas/New Year's Schedule
8. Re: Job Posting - Letter of 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

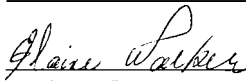
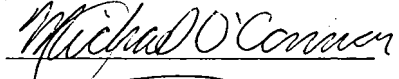

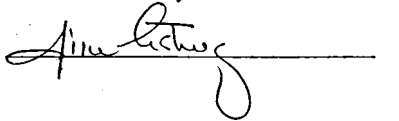
- 16. Re: Greenshield
- 17. Re: Working Short
- 18. Re: Pension
- 19. Re: Special Adjustment
- 20. Re: Joint Return to Work

Dated this 20 day of NOV, 2009.

CENTRAL CARE CORPORATION  
OPERATING AS  
CARLINGVIEW MANOR

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL  
WORKERS' UNION OF CANADA (CAW-  
CANADA) AND ITS LOCAL 830

  
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### **LETTER OF UNDERSTANDING NO. 1 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.

### **LETTER OF UNDERSTANDING NO. 2 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.

### **LETTER OF UNDERSTANDING NO. 3 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 NO. 4 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 NO. 5 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 NO. 6 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 NO. 7 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.

It is understood and agreed that with respect to vacation entitlement during the Christmas period of December 15<sup>th</sup> through to January 15<sup>th</sup> the following will apply:

1. There will be a one (1) year trial.
2. The trial period will begin with the 2007 Christmas period as identified above.
3. On the basis of seniority, four (4) employees from the bargaining unit will be permitted to request one (1) week of vacation to be scheduled during this period.
4. The approval of these vacation requests will be subject to the operational requirements.
5. Additional vacation requests may be considered at the discretion of the Home.

### **LETTER OF UNDERSTANDING NO. 8 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 NO. 9 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 NO. 10 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 NO. 11 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
- a. 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.

11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

#### **LETTER OF UNDERSTANDING NO. 12: 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 NO. 13 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 NO. 14 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.

The parties agree that the abuse of residents will not be tolerated and that residents have a right to live an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Union Committee person is not present, the Union Committee person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

#### **LETTER OF UNDERSTANDING NO. 15 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 NO.16 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 NO. 17 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 up such information or data as it wishes to the meeting.

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

#### **LETTER OF UNDERSTANDING NO. 18 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.

#### **LETTER OF UNDERSTANDING NO. 19: SPECIAL ADJUSTMENT**

The parties agree to a one time special pay rate adjustment for **Catrina Li** in the position of Rehab Assistant thirty cents (30¢) per hour effective July 1<sup>st</sup>, 2007.

This special adjustment will only apply for the period of time that the incumbent remains in the position of Rehab Assistant and is specific to this individual.

#### **ARTICLE 20: JOINT RETURN TO WORK**

The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

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A handwritten mark consisting of two circles stacked vertically, with a horizontal line below them, resembling the number '80' or a stylized signature.