

COLLECTIVE AGREEMENT

BETWEEN:

CENTRAL CARE CORPORATION
OPERATING AS MCGARRELL PLACE

-and-

THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) and its LOCAL 302

EXPIRY: JUNE 30, 2010

13937 (01)

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its Employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its Employees, and to settle amicable differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) as the sole Collective Bargaining Agent for all of its Employees, at its Nursing Home in the Township of Delaware, save and except foreman and supervisor, professional nursing staff, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with any employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in the Agreement, it shall mean and include the masculine pronoun where the context so applies

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01 The Employer will not cause or direct any lockout of its Employees and the Union will not cause or direct any strikes nor will the Employees participate in any collective action which will interfere with the operation of the Employer.
- 3.02 The definitions of the terms "lockout" and "strike" as used in article 3.01 above, shall be in accordance with the *Labour Relations Act of Ontario*.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and without limiting or restricting this right and function:
- (a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees;
 - (b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees, and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an Employee that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
 - (c) to generally manage the CENTRAL CARE CORPORATION (Operating as McGarrell Place) and, without restricting the generality of the foregoing, to determine the number and location of the Employer establishments, the services to be rendered, the methods, the work to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge Employees, and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an Employee that she has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
- 4.02 The Employer shall inform the Union Chairperson prior to implementing new rules and regulations relating to employment of members of the bargaining unit.

ARTICLE 5 - UNION SECURITY

- 5.01 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 accordance with the provisions of the Constitution of the CAW-Canada, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the CAW-Canada at the following address:

**CAW, Local 302
520 First Street, Unit 13
London, Ontario N5V 3C6
Attention: Rusty Sproul**

or such other address as directed by the Local Union in writing.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to the CAW-Canada at the same address and at the same time.

- 5.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.
- 5.03 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.
- 5.04 The Employer shall show deductions made for Union dues on an employee's T4 slip.
- 5.05 ***No Discrimination***

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, place of residence, nor by reason of her membership or non-membership or activity if the Union, or in the exercise of her rights under this Agreement.

- 5.06 The Union shall keep the Employer advised in writing of any changes in the amount of its monthly Union dues.
- 5.07 The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.

5.08 ***Work of the Bargaining Unit***

Supervisors and persons whose jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in the case of emergency or for the purpose of instructing Employees, and in cases mutually agreed upon by the parties.

5.09 ***Contracting Out***

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 is not a breach of this provision.

- 5.10 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once within the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. 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 designate for each such interview, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer agrees, that for the purpose of Master Bargaining, a committee consisting of the Unit Chairperson and one Committeeperson, selected by the Union, will be recognized. Note: Where a full time and a part time agreement exist at the same workplace, this language shall cover both agreements.
- 6.02 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.

- 6.03 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.
- 6.04 The Union Negotiating Committee and Grievance Committee have the right to have the assistance of the National or Local Representative of the Union.
- 6.05 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.
- 6.06 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.
- 6.07 When a meeting is held to formally discipline an employee, the employee shall have the right to the presence of a Union Steward or if unavailable, a member of the Union Committee who is working on the current shift. The parties agree that the records of counseling are not disciplinary.
- 6.08 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.
- 6.09 Union Committee members or stewards will not lose pay from their regular shift for Union/Management meetings, negotiation meetings, grievance meetings before and after but not including the conciliation process in the case of negotiations, and not including arbitration, in the case of grievances. Designated Union Committee members involved in negotiation meetings will not be expected to report for duty on the day the negotiations are held.

6.10 ***Pay for Negotiating Meetings***

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 alternative 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.

6.11 ***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 shift or afternoon shift.

ARTICLE 7 - GRIEVANCE PROCEDURE

Definition

For the purpose of this Agreement "grievance" is defined as a dispute, claim, or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any questions as to whether a matter is arbitrable or a case where the Employer has acted improperly or unjustly.

The Grievance Procedure shall be as follows:

7.01 **Complaint**

An employee having a complaint shall discuss it with his/her immediate non-supervisor. If a settlement is not satisfactory to the employee is not reached within three (3) working days or any longer period which may be mutually agreed upon at the time, a grievance may be presented as follows at any time within three (3) working days thereafter.

7.02 **Step No. 1**

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee member, may present her grievance to the Administrator or in the Administrator's absence, her designate who shall consider it in their presence. Should no settlement satisfactory to the employee be reached within three (3) working days the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

7.03 **Step No. 2**

Failing a satisfactory settlement in Step 1, the grievance may be submitted to the Employer for discussion at a special meeting of the Union and Management committee will be made known in writing within ten (10) working days of receipt of the notice. The decision of the Management committee will be made known in writing within five (5) days from the date on which the special meeting was held under Step 2 and, failing a satisfactory adjustment the grievance may then be referred to arbitration within 30 days.

7.04 **Group Grievance**

Where two or more employees have a grievance of a similar nature, the Union may initiate such grievances as a group grievance at Step 2 of the grievance procedure, provided such group grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance.

7.05 Time limits fixed in the grievance procedure and arbitration procedure may be extended only by mutual consent of the parties.

7.06 All decisions arrived at between the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the Employee or Employees concerned.

7.07 Saturdays, Sundays, Employee's scheduled days off, and the paid holidays designated, if not worked, in this agreement will not be counted in determining the time in which any action is to be taken or completed under the grievance procedure or arbitration procedure.

7.08 **Policy Grievance**

It is mutually agreed that if either the Employer or the Union have a grievance, as defined in Article 7 - Grievance Procedure, the grievance may be initiated at Step 2 of the grievance procedure, as a policy grievance, provided such policy grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance.

ARTICLE 8 - DISCHARGE

8.01 An employee may only be discharged for just cause, except that an employee who has not completed her probationary period, may be terminated on the basis of a fair and proper assessment of her suitability for employment with the Health Care Centre, but which action may be taken up as a grievance.

- 8.02 A claim by an employee that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or designate within five (5) days after the employee has received her discharge notice. Such grievance will be taken up at a special meeting with the Management Committee at Step 2 of the Grievance Procedure.
- 8.03 The employee shall have the right to a steward at any meeting at which the employee is disciplined.
- 8.04 In the event the Employer is dissatisfied with the work of an employee and corrective discussion has not resolved the problem, the Employer shall notify the employee in writing of the dissatisfaction concerning her work within ten (10) working days of the incident giving rise to the complaint, with copies to CAW-Canada and the Chairperson of the Union Committee. This notice shall include particulars of the work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of an employee's record.
- 8.05 The record of an employee shall not be used against her at any time after 12 months following any disciplinary action; it being understood that a Union Committee member must be present at the time any disciplinary action is taken. Disciplines resulting from a third party interface (i.e. family and residents) shall remain on the record for a period of thirty-six (36) months from the date of the issue.
- 8.06 Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal discipline contained therein, in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01 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.
- 9.02 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 Employee's decision has been rendered at the step prior to arbitrations,. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- a) Grievance Mediation will commence within twenty-one days of the grievance being submitted to mediation, or longer period as agreed by the parties.

- b) 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.
 - c) The parties shall agree on a mediator.
 - d) 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.
 - e) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
 - f) The Mediator will have the authority to meet separately with either party.
 - g) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance, which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
 - h) The Union and Employer will share the cost of the Mediator, if any.
- 9.03 When either party requests that a grievance be submitted to arbitration as provided under Article 7, it shall make such request in writing addressed to the other party to this agreement. The party seeking arbitration make the request for sole arbitrator, including proposed names of a sole arbitrator and at the same time nominate an arbitrator. Within five (5) full working days thereafter, the other party shall nominate an arbitrator, provided, however, that if such other party fails to nominate an arbitrator as herein required and unless the time has been extended by mutual agreement between the two parties, the Ontario Labour/Management Arbitration Commission shall have power to effect such appointment upon application thereby by the party invoking arbitration procedure. The two arbitrators so nominated shall confer immediately and shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of seven (7) full working days after the nomination of the second arbitrator, they or either of them may then request the Ontario Labour/Management Arbitration Commission to appoint a Chairperson.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 No matter may be submitted to arbitration, which has not been carried through all previous steps of the grievance procedure.

- 9.06 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the Chairperson of the Board of Arbitration.
- 9.07 Any and all time limits referred to under the grievance and arbitration procedures herein may at any time be extended by written agreement between the Employer and the Union.
- 9.08 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the Employee or Employees affected, provided, however, that in no event shall the Board of Arbitration have the power to change this agreement or alter, modify or amend any of its provisions nor make any decision in conflict with the provisions of this agreement.
- 9.09 In determining any discharge the Board of Arbitration shall have the authority to:
- (a) affirm the Employer's action and dismiss the grievance;
 - (b) set aside the penalty imposed by the Employer and restore the grievor to her former position with or without compensation; or
 - (c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable.
- 9.10 By mutual written agreement between the Employer and the Union, the parties may substitute a sole arbitrator for a Board of Arbitration.

ARTICLE 10 - WITNESSES AND INSPECTION

- 10.01 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 will 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 at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 The parties agree with reference to probationary Employees that:

- (a) All Employees until they have performed three hundred and thirty-seven (337) hours of work for the Employer shall be probationary Employees.
- (b) During the probationary period, the probationary Employee shall have no seniority standing and the Employer may promote, demote, layoff, transfer or terminate the employment of such Employee with or without cause or question. Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof shall be considered as regular Employees.

ARTICLE 12 – SENIORITY

- 12.01 (a) Seniority is defined as length of service with the Employer in the bargaining unit expressed in hours paid by the Employer. A new Employee shall be placed on the seniority list at the end of the probationary period and his/her respective seniority shall be dated back to the most recent date of hire.
- (b) For the purposes of establishing seniority 1950 hours paid equals one (1) year of seniority. If an Employee transfers from part-time to full-time or vice-versa for the purpose of establishing seniority 1950 hours paid equals one year of service or vice-versa as the case may be.
- (c) Seniority Lists – 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 and July (or such other months as mutually agreed) of each year listing, alphabetically, the employees' names, classifications and their seniority.
- 12.02 In cases of promotions, demotions or transfers within the various job classifications, the following factors will be considered:
- (a) seniority
 - (b) skill and ability

Where more than one Employee is qualified and willing to perform the available work, seniority will govern.

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

- (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) 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:

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

(c) ***Lay off Procedure***

In the event of layoff, the Employer shall lay off employees in reverse order of their seniority within their classification, unless a position(s) is subject to layoff; or reduction of hours, providing that there remain on the job employees who then have the ability to perform the work.

- (d) An Employee who is subject to layoff or reduction of hours shall have the right to either:
 - (i) accept the layoff; or
 - (ii) displace an Employee who has lesser bargaining unit seniority if the employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the job without training, other than orientation. Such employees so displaced shall be laid off.

(e) ***Recall Rights***

- (i) An Employee shall have opportunity of recall from a layoff 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 and qualifications as required by law, as agreed between the parties, of an Employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.
- (ii) 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 layoff should it become vacant within six (6) months of being recalled.

- (iii) 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.
- (iv) It is the sole responsibility of the Employee who has been laid off to notify the Employer of his intention to return to work within 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 return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for his proper address being on record with the Employer.
- (v) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- (vi) A laid off Employee shall retain the rights of recall for a period thirty-six (36) months.

Note:

For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. 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 = 1950 part-time seniority.

12.04 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.

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.

12.05 The Employer will continue, as if an Employee were at work, benefits as herein provided, relating to sick leave, vacations, and health and welfare programs, while an Employee is either:

- (a) on sick leave, until accumulated sick leave credits have been paid in full or for six months, whichever is greater; or
- (b) receiving Workers Safety & Insurance Board or up to thirty (30) months from the date of the injury.

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

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the maternity/adoption provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) days; 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 absence. An Employee on maternity/adoption leave continues to be responsible for full payment of subsidized Employee benefits in which she is participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during maternity/adoption leave or for a period of one (1) year if an Employee's absence is due to an injury within the Nursing Home resulting in Workers Safety & Insurance Board benefits.
- (d) Where an Employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all Employee benefit plans will continue for the period not exceeding thirty (30) days.

12.07 An Employee who is unable to report for work because of sickness or other reasonable cause shall notify her immediate supervisor at least three (3) hours before the start of her shift when she is working the evening or night shift and one (1) hour before the start of her shift when she is working the day shift so that proper measures can be taken for replacement.

12.08 It shall be the duty of the Employees to notify the Employer promptly of any change in their address. If an Employee should fail to do this, the Employer will not be responsible for failure of any notice to reach the Employee concerned.

12.09 Seniority lists shall be posted quarterly. A copy of such lists shall be forwarded to the Union and the Chairperson. The list supplied to the Union shall include with the present information, the address, social insurance number and classification of the Employee.

12.10 ***Job Posting and Transfers***

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 new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, rate and department concerned before new Employees are hired in order to allow Employees with seniority to apply. If no applications are received by 10:00 a.m. of the fourth day following the posting date, the Employer may start proceeding to secure applications from outside labour sources. In the event an Employee

should apply for the position, the provisions of Article 12.02 shall apply.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

The Employer will post the name of the successful applicant when the position has been filled. The Employer will discuss with the unsuccessful applicants the manner in which the Employee may improve her position and her work in order to be considered for any future vacancy.

The job posting shall include the shift and hours of work. Nothing herein interferes with the right of the Employer to subsequently change the same.

Nothing herein shall prevent the Employer from temporarily filling any position or vacancy during the processing of the posting.

An employee who applies for and is awarded a position, shall not be eligible to apply for another position for a period of six (6) months, except in cases where the position is of greater hours or in a different job classification.

Employees transferred through the job posting procedure will be paid in the following manner:

- (a) 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 for the new position for the period worked.
- (b) 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 ½ 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.

- 12.11 (a) A full-time Employee permanently transferred to another job classification is given a trial period of forty-five (45) working days effective the date of transfer to the new classification. The purpose of this trial period is to allow the Employee an opportunity to assess the job as well as to allow the Home to assess the Employee's suitability for the job. Should the Employee desire to return to her former classification or should the Home not be satisfied with the Employee's

performance, the Employee is transferred back to her former job classification at her former rate of pay, without loss of seniority. It is understood that this procedure does not prevent the Employee or the Nursing Home from lodging a grievance.

- (b) Full-time and part-time Employees involved in a permanent lateral transfer within the same classification resulting from a job posting, will be given a two (2) week trial period to assess the new work schedule.

12.12 Where vacancies are posted, the Employer shall consider applicants in accordance with the provisions of Article 12:02 prior to consideration of persons not employed by the Employer.

12.13 *Transfer of Seniority*

If an employee transfers from part-time to full-time or vice-versa for the purpose of establishing seniority, 1950 hours paid equals one year of service or vice-versa as the case may be.

12.14 *Temporary Full-Time Positions*

Temporary full-time positions of more than six (6) weeks or longer shall be posted for application by employees. Such positions shall be filled from applications received on the basis of seniority provided the senior employee is qualified to perform the normal requirements of the job.

If the temporary position still exists, it shall be reposted as above, and subject to the posting provisions of Article 12.10.

- 12.15 (a) When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification.

When the Home makes 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.

- 12.16 An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall not be given credit for all seniority and service accrued while outside the bargaining unit but will retain all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous position.
- 12.17 The successful applicant shall be placed on trial in the new position for a period of 337 ½ 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.
- 12.18 In the event of either Article 21.07 (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 position shall also be returned to her former position and salary without loss of seniority.

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.

12.19 *Nursing Home Transfers*

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 McGarrell Place at her own expense, subject to the following conditions:

- (a) Said employee shall provide the management of McGarrell Place a written request for a job application. Such written request shall constitute an application for a job posting at McGarrell Place and shall exist for a period of one calendar year from the date it is actually received by McGarrell Place. 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 McGarrell Place;
 - 2. The employee will otherwise be subject to the terms of the collective agreement between CAW and McGarrell Place;
 - 3. The employee will be deemed to have quit at the facility she is leaving to accept the job posting at McGarrell Place.
- (d) 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 McGarrell Place.
- (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 McGarrell Place, 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 McGarrell Place shall be made according to the terms of this collective agreement.

Notwithstanding the foregoing,

1. In the event an employee from the Thunder Bay CPL facility of Hallowell House in 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
2. Central Care Corporation operating as Central Care Centre, Hamilton, Ancaster or Stoney Creek
3. Central Care Corporation operating as Central Care Centre, Lambeth
4. Central Care Corporation operating as Elmwood Place
5. Central Care Corporation operating as Carlingview Manor
6. Central Care Corporation operating as Hallowell House
7. Central Care Corporation operating as Central Care Centre, Thunder Bay
8. Central Care Corporation operating as Central Care Thunder Bay-CPL

ARTICLE 13 - LEAVES OF ABSENCE

13.01 The Employer may grant leave of absence, in writing and without pay, to any Employee for personal reasons. An Employee who has received such permission to be absent will continue to accumulate seniority during her absence, subject to Article 12:06 of the collective agreement.

13.02 (a) The Employer shall grant leaves of absence for up to three (3) 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 leaves of absence, the Union must be given fourteen (14) days clear notice to the Employer to be confirmed by the Union in writing. The total absence in any calendar year shall be not more than an aggregate of thirty (30) working days.

Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. .

- (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 (ie. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

13.03 ***Jury Duty***

When an Employee is selected as a potential juror, or required to serve on a jury, she shall be relieved of her duties for such time as it may require and shall be paid the difference between her fee as a juror and her earnings for the time lost. It is the Employee's responsibility to come in to work at any time during the week that she is not actually required for jury duty, or to be present in court. The Employee shall make a claim for jury duty pay in writing to her supervisor and she shall present proof of selection and/or service and the amount of payment received.

- 13.04 Upon the death of an Employee's spouse, same sex spouse, child or stepchild, an Employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

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

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.

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

An Employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay, or vacation pay.

Where it is necessary, the Employee may be provided additional unpaid leave.

Spring Internment

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

13.05 *Pregnancy and Parental Leave*

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

(a) *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 or longer, 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 Section (b), Parental Leave.

Supplementary Employment Benefits

Effective March 31, 1995, an Employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental employment insurance benefit.

The benefit will be a maximum of 18% of her regular weekly earnings. This benefit will not exceed 75% of her regular weekly earnings as determined by the difference between her regular weekly earnings and the sum of her weekly employment insurance benefits.

- (iv) An Employee who does not apply for leave of absence under Article (ii) (a), and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article (ii) (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (v) 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* provided the Employee continues to pay their portion of the premiums.
- (vi) 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 leave, and the normal 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.

- (vii) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system of Article 12.

- (viii) Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan cannot be used.
- (ix) 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.
- (x) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Section (b) of this article. The Employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.

(b) **Parental Leave**

- (i) An Employee who becomes a parent, and who has been employee for at least thirteen (13) weeks immediately preceding the date of the birth of the 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 or a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 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 (18) 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) The provisions under (a) (i), and (iv) through (a) (ix) also apply.

c) ***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.

The SUB top-up by the Home will not take into account E.I. insurable earnings from sources other than this facility.

13.06 ***Education Leave***

If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or 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 cost 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 (1) month's notice in writing unless impossible and provided that such a leave may be arranged without inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

13.07 ***Paid Education Leave***

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 "date of ratification", and sent by the employer to the following address: CAW Paid Education Leave Program, 205 Placer Court, Toronto, M2H 3H9.

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.

ARTICLE 14 - BULLETIN BOARDS

14.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be submitted to the Employer's Administrator or her designate, for Approval before posting.

ARTICLE 15 - HOURS OF WORK, OVERTIME, ETC.

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

15.02 The regular work shift for full-time Employees shall be eight (8) consecutive hours per day which includes one-half (1/2) hours unpaid meal period.

15.03 (a) Employees shall receive a one-half (1/2) hour unpaid lunch or meal period.

(b) Employees shall receive a paid fifteen (15) minute rest period during each half shift.

15.04 There shall be a minimum of sixteen (16) hours off between shifts except as may be mutually arranged between the Employer and the employees. Should there be no mutual arrangement between the Employer and the employee, then the employee shall be paid time and one-half (1½) for all hours worked during such sixteen hour period.

15.05 Employees unable to report for work are to report to their immediate supervisor as stated in Article 12:07.

15.06 (a) Shift schedules of a four (4) week duration shall be posted two (2) weeks in advance.

(b) Generally speaking, the Employer will schedule Employees on a rotating shift basis, but the Employer will continue its present practice of affording Employees the opportunity of working specific shifts without rotating. It is understood that such special assignments are not to be regarded as permanent and may be cancelled in the event that the Employer is satisfied that, with changes in personnel, there appears to be an arbitrary or discriminatory assignment of Employees to shifts, or the efficient staffing of the Nursing Home is impaired.

- (c) Where shifts are not rotated, Employees will be assigned, whenever possible, to shifts of their choice, based on seniority.
- (d) Commitments to present Employees for specific shifts shall continue but new Employees shall be subject to the above.
- (e) Subject to 15:01, the Employer shall schedule shifts for nursing Employees in accordance with the following work schedule so as to ensure that each employee gets either a Friday and Saturday or a Saturday and Sunday off every second week. The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) week end off in three (3). This scheduling provision does not apply when the employee is specifically hired for weekend work or when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

Registered Nursing Assistants 0700-1500 Shift

	Fri	Sat	Sun	Men	Tues	Wed	Thurs	Fri	Sat	Sun	Men	Tues	Wed	Thurs
1	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W	W
2	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	OFF	W
3	W	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	OFF
4	W	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W

	Fri	Sat	Sun	Men	Tues	Wed	Thurs	Fri	Sat	Sun	Men	Tues	Wed	Thurs
1	W	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W
2	W	W	W	OFF	W	W	W	W	OFF	OFF	W	W	OFF	W
3	W	W	W	W	OFF	W	W	OFF	OFF	W	W	W	W	OFF-
4	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W	W

Other Nursing Staff

	Fri	Sat	Sun	Men	Tues	Wed	Thurs	Fri	Sat	Sun	Men	Tues	Wed	Thurs
1	W	OFF	OFF	W	W	W	OFF	W	W	W	W	OFF	W	W
2	OFF	W	W	W	OFF	W	W	W	OFF	OFF	W	W	W	W
3	W	OFF	OFF	W	W	OFF	W	W	W	W	OFF	W	W	W
4	W	W	W	OFF	W	W	W	W	OFF	OFF	W	W	W	OFF
5	W	OFF	OFF	W	W	W	W	OFF	W	W	W	W	OFF	W

- 15.06 (f) The present shift schedule for full-time Employees in the dietary and housekeeping departments shall be maintained, entitling Employees to every second weekend off.
- (g) Part time employees shall not regularly be scheduled for all three (3) shifts. Employees shall be required to submit their two preferred normal shifts. Nothing herein interferes with employees' agreeing to be regularly scheduled for all three (3) shifts, in which case all such shifts shall be the employees' normal shift. In the event there is a shortage of employees agreeing to work a given shift as a result of the employees' expressed preferences, the Employer shall fill the shortage in each classification on the basis of seniority, in reverse order. Such shifts shall be the employees' normal shifts.

A shift premium of thirty-three cents (\$0.33) per hour will be paid to each shift worked when an employee is required to work a shift other than her normal shift.

- (h) Request lists for time off over the Christmas/New Year's period shall be posted by October 1st for staff to indicate their presence and shall remain posted until November 1st.
- (i) Shift schedules of a four (4) week duration shall be posted two (2) weeks in advance and shall remain posted for the duration of the schedule and can only be changed by mutual agreement between the employer and the employee.
- (j) Employees shall not regularly be scheduled to work both in housekeeping and dietary.

Notwithstanding the foregoing, the Employer may schedule employees to work both in housekeeping and dietary:

- (i) in the event of an emergency; and
- (ii) in the event of the unavailability of employees to do the required work; and
- (iii) in the event employees are available only at overtime rates to do the required work.

15.07 The Union recognizes that the Employer's obligations to residents will make overtime work necessary from time to time. Therefore, the Employee is expected to co-operate with the Employer by working overtime when it is assigned.

- 15.08 Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half the Employee's regular rate of pay. Employees may take time off equivalent to overtime by mutual agreement.
- 15.09 In the event Employees of their own accord, for their own personal convenience wish to change shifts with appropriately qualified other Employees presently in the employ of the Employer, they shall first submit such request (twenty-four (24) hours in advance of the proposed change) in writing to the Director of Nursing for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.
- 15.10 Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- 15.11 The Employer agrees that overtime work will be impartially distributed with a view to reasonable equalized working time among the members of the various departments provided such action does not reduce the efficiency of the operation.
- 15.12 An employee absent on paid time during her scheduled work week because of sickness or accident, W.S.I.B., bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during their regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- 15.13 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 two (2) times her regular straight time hourly rate for such additional authorized overtime.
- 15.14 Any legitimate complaint in connection with the distribution of overtime or working on overtime days as provided in the preceding paragraphs, will be adjusted by allocating additional overtime when same is available.
- 15.15 All overtime declined by an Employee shall count as overtime worked for the purpose of equal overtime distribution.
- 15.16 Employees shall report for work in their work attire. An Employee shall obtain permission from her supervisor before leaving work prior to the normal quitting time.
- 15.17 An Employee who reports for work at her assigned starting time and who works less than three (3) hours on any day shall be paid at least three (3) hours straight time but this clause does not apply when the Employer is unable to

provide work for the Employee because of fire, lightning, power failure, storms or like causes of work stoppage beyond the control of the Employer. The Employer shall not incur any obligations under this clause where the Employee has failed to keep the Employer informed of her current address and telephone number.

15.18 ***Shift Premium***

Subject to clause 15:05, Employees shall have their preference of shifts in accordance with their seniority, and their ability to perform the work and providing there is a vacancy on the shifts requested. Employees will not be required to split shifts or to work rotating shifts. A shift premium of thirty-three cents (33) per hour will be paid for each shift worked when an Employee is required to work a shift other than her normal shift.

15.19 ***Weekend Premium***

Effective October 1, 2005 provide for a 15 cents 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.

Effective January 1, 2008, amend weekend premium from fifteen (15) cents to twenty (20) cents per hour.

15.20 ***Uniform Allowance***

The Employer agrees to provide and launder, free of charge, all uniforms and other wearing apparel required to be worn by Employees at the request of the Employer, or in the alternative, the Employer shall pay a uniform allowance of five (\$.06) cents per hour. Effective May 1, 1997, the hourly uniform allowance shall be accrued and paid out annually, for the previous year, on the first full pay in January each year.

Effective July 1, 2007 the Employer shall pay a uniform allowance of seven (7) cents per hour worked.

15.21 ***Pay Cheques***

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error. The pay cheque or pay notice (stub) shall include the sick credits and vacation credits.

15.22 *Full-Time/Part-Time Ratio*

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

15.23 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for the hours worked. It is agreed that an employee who works an extra hour on one shift as a result of the changeover shall be paid for the hour at straight time rates and such hour shall not be counted towards the calculation of overtime. At changeover an employee who works 8½ hours gets paid for 8½ hours at straight time; and an employee who works 6½ hours gets paid for 6½ hours straight time.

ARTICLE 16 - VACATIONS AND VACATION PAY

16.01 Employees who have less than one (1) year of service with the Employer as of July 1st of the current year shall be entitled to receive an amount of their annual gross earnings as set forth under the Ontario Employment Standards Act.

16.02 Employees who have completed one (1) year with the Employer as of July 1st of the current year, shall be entitled to two (2) weeks vacation and four percent (4%) of their gross earnings for the vacation year.

16.03 (i) Employees who have completed three (3) years with the Employer as of July 1st in the current year shall be entitled to three (3) weeks vacation at six percent (6%) of their gross earnings for the vacation year.

(ii) Employees who have completed eight (8) years with the Employer as of July 1st of the current year shall be entitled to four (4) weeks vacation at eight percent (8%) of their gross earnings for the vacation year.

(iii) Employees who have completed fifteen (15) years with the Employer as of July 1st of the current year shall be entitled to five (5) weeks vacation at ten percent (10%) of their gross earnings for the vacation year.

(iv) Effective the 2005 vacation year, employees who have completed twenty-three (23) years with the Employer as of July 1st of the current year shall be entitled to six (6) weeks vacation at twelve percent (12%) of their gross earnings for the vacation year.

(v) Effective the 2008 vacation year, employees who have completed twenty-eight (28) years with the Employer as of July 1st of the current year shall be entitled to seven (7) weeks vacation at fourteen percent (14%) of their gross earnings for the vacation year.

Vacation pay for Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly to be paid as a percentage of gross earnings or regular pay whichever is greater.

16.04 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.

16.05 The time of vacations shall be arranged between the Employees and their respective supervisors, and the choice of vacation times shall be in accordance with seniority and the efficient operation of the Home.

16.06 Vacations are not cumulative from year to year and may not be taken in conjunction with vacation accrued in any other vacation year.

Vacations must be taken within twelve calendar months following the June 30th cut off date.

16.07 Vacation pay will be paid to Employees on the pay day before vacation or Employees can choose to receive their vacation pay with their next pay after their vacation. Employees will advise the Employer of their preference.

16.08 Vacation pay on termination shall be paid on a pro-rata basis.

16.09 The parties agree that for the term of the collective agreement vacation pay for all full-time employees will be paid on request when taking vacation. Part-time employees will be paid out by July 31st of each year.

ARTICLE 17 - PAID HOLIDAYS

17.01 The Employer shall recognize the following as paid holidays:

New Year's Day
Good Friday
Victoria Day
July 1st
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
3rd Monday in February

Float Day (for all full-time employees only)

17.02 Service to residents is essential. The Union acknowledges that CENTRAL CARE CORPORATION (Operating as McGarrell Place) operates seven (7) days a week and three hundred and sixty-five (365) days per year with the result that staff must be on duty on holidays. The Union further acknowledges that the Employer must provide minimum staff in accordance with the Nursing Homes Act, 1972, as amended. Where possible, the Employer agrees to reduce staff for statutory holidays as long as its legal obligations are met.

17.03 An Employee shall not be paid for any recognized holiday if she:

- (a) does not work on such holiday if scheduled to do so, except where absent due to illness or injury;
- (b) is absent on her scheduled shift immediately preceding or following a holiday, except where absence is due to illness or injury.

If an Employee is absent due to sick leave, she shall be entitled to one (1) paid holiday during such absence and shall not be entitled to sick pay on that day. For the second and subsequent holidays, which fall during an extended absence due to sick leave, an Employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.

Employees are not entitled to holiday pay when on approved, unpaid, leave of absence in excess of fourteen (14) calendar days or Workers' Compensation.

- (c) fails, upon request, to produce a medical certificate for illness occurring on the holiday or on her scheduled shift immediately preceding or following the holiday, except where such is not reasonably possible.
- (d) An Employee will qualify for holiday pay if the Employee has worked at least one (1) day in the two (2) week period preceding the holiday.

17.04 If an Employee is scheduled to work on a recognized holiday and actually works, she shall receive one (1) regular days pay plus time and one-half her regular rate for the normal hours worked on such a holiday, or, she may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half her regular rate for the normal hours worked on such a holiday. Where there is no agreement within the scheduled time limits set out, the lieu day is to be paid out to the Employee.

17.05 If one of the above named holidays occurs on an Employee's regular day off or during her vacation period, the Employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise

arranged between the Employee and the supervisor or a day's pay. These options shall be at the discretion of the Employer.

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

ARTICLE 18 - SICK LEAVE

18.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill and will be granted to Employees on the following basis providing sick leave credits are available:

(a) a sick leave bank will accrue based on 11.25 hours for each 162.5 hours paid by the Employer to a maximum of 1200 hours.

Sick leave shall be paid based on scheduled time lost.

(b) When leave of absence or sick leave with or without pay equals or exceeds twenty-two (22) working days in anyone year, no sick leave credits shall accumulate for the entire period of absence.

(c) The right to sick pay shall cease upon notice of termination of employment.

(d) An Employee absenting himself on account of personal illness shall, subject to Article 18:01 (f), receive sick pay benefits equal to the Employee's normal wage for each day of personal illness that she was scheduled to work, to the extent of her accumulated sick leave credits. It is understood and agreed that compensation under the *Workers Safety & Insurance Board Act* shall not be charged against the accumulated sick leave.

(e) Any Employee absenting himself on account of personal illness ,must notify the Employer on the first day of illness before the time she would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable may result in loss of sick leave benefits for that day of absence.

(f) The Employer may require that an Employee absenting himself on account of personal illness, shall, prior to receiving pay for such absence day(s) furnish a Medical Certificate issued by a qualified medical practitioner certifying that the Employee was unable to work due to personal illness.

18.02 *E.I. Premium Reduction*

The Employee's share of the Employer's Employment Insurance Reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

ARTICLE 19 – HEALTH & WELFARE

19.01 An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) 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 signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

19.02 The Employer agrees to pay the indicated percentages of the following items for fulltime Employees who have completed three (3) calendar months of employment and who qualify under the terms of the plans and who subscribe to said plans.

- (i) Ontario Health Insurance Plan or equivalent: 100% of the billed rate of premium.
- (ii) 100% of the billed rate of premium of the Group Plan, providing \$25,000 term life.
- (iii) An Extended Health Care Plan will be available to Employees and the Employer shall pay 100% of the billed rate of a \$10/\$20 deductible plan. Within the Extended Health Care Plan there shall be provision for eye glasses to a maximum of \$160.00 per person in each consecutive two (2) year period and hearing aids prescribed by an Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person.
- (iv) Fifty percent (50%) of the monthly billed premiums for a Group Dental Plan (equivalent to Blue Cross Plan #9) based on a one year lag ODA fee schedule. Annual benefit paid is two thousand (\$2,000.00) dollars per individual family member covered.
- (v) The Employer will notify the Union if it intends to change the insurance carrier.

The Employer is at all times responsible for the enrolment and proper remittance and payment of premiums to the insurance carrier. It is' the responsibility 'of the Employee to submit claims.

Employees must complete either an application for enrolment or a written refusal of all coverage within thirty (30) days of completion of probation.

19.03 **Dental**

- Fluoride treatments will be covered only for persons under the aged of 18 years.
- For persons 18 years and older, recall is on nine (9) month basis.
- Bite wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.
- Effective January 1, 2006 amend the O.D.A. schedule to reflect 2004 fee guide (unless the Home has a superior O.D.A. provision.
- Effective January 2, 2008 one year lag on ODA fee guide

19.04 **Vision**

Effective August 1, 2007 increase vision coverage to one hundred and sixty dollars (\$160) per twenty-four (24) month period. This \$160 can be used towards laser eye surgery.

19.05 Effective January 1, 2008 employees will be provided with a drug card as follows:

- Positive enrolment
- \$1.00 co-payment per prescription drugs which by law must be prescribed by a licensed physician
- Generic substitution unless specifically prescribed otherwise by the doctor
- Cap on the dispensing fee of \$7.50 per script
- No annual deductible or lifetime maximum for drugs

19.06 **Fertility Drugs**

Coverage for fertility drugs: STATUS QUO (where there is an existing cap, it remains)

19.07 **Group Life Insurance**

As soon as practicable following "date of ratification" provide for not less than coverage of \$20,000 life insurance.

Effective August 1, 2007 increase existing life insurance coverage for full time employees to \$25,000.

ARTICLE 20 - GENDER

20.01 Where used in this Agreement and where applicable, the female pronoun shall be deemed to include the male pronoun and vice-versa.

ARTICLE 21 - CALL-IN

21.01 "Call-in" shall mean the calling into work at the Employer's request of an Employee on an assigned day off as per the posted schedule.

21.02 Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked except in the case of Employees who are scheduled to work less than seventy-five (75) hours in a two week period who shall qualify for overtime rates when they have been called in for hours in excess of seventy-five (75) hours of work in the two week period.

21.03 Where the call-in is requested within one-half hour of the starting time of her shift and the Employee commences work within one hour of the call, then the Employee will be paid as if the entire shift has been worked, provided she completes the shift for which she was called in.

21.04 If the Employee reports for work within one (1) hour of the request for call-in, the Employer will guarantee a minimum of four (4) hours work.

21.05 *Procedure*

The Employer shall maintain a list of part time Employees to be available for call-in. Employees on the call-in list shall be called in order of seniority beginning with the most senior Employee, until staff shortage is filled. This list shall be posted.

Each call will be indicated on that part time call-in sheet as to "worked", "no answer", "refused".

Those with "no answer" will be recalled for subsequent call-ins and then the person listed below the last person to accept a call-in and so on, on a rotational basis.

"Refused" shall be counted as "worked" for the purpose of call-in rotation.

If a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its efforts to fill the staff shortage, but if the Employee responds ready to work prior to the call-in vacancy being filled, she shall be permitted to take the call in.

The Employer shall bypass an Employee on the list who would be eligible for overtime premium if called in to work, until such time as all Employees that are available would be eligible for overtime pay.

Part time staff have regularly scheduled shifts. Their first commitment is to those shifts.

ARTICLE 22 - MEAL ALLOWANCE

22.01 When an Employee works a double shift, the Employer will supply a free meal.

ARTICLE 23 - UNION-MANAGEMENT MEETINGS

23.01 The Administrator and the Stewards shall meet to discuss and, if possible, provide understanding of points of mutual interest between the Nursing Home and the Union. Such meeting shall be held on the third Thursday of each month or at such other times as may be agreed to.

ARTICLE 24 - JOB DESCRIPTIONS

24.01 Job descriptions for all classifications to be supplied.

ARTICLE 25 - PENSION PLAN

The Nursing Homes and Related Industry Pension Plan

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

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

"Applicable Wages" means the basic straight time wages for all hours paid 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 Employees" means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- 25.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- 25.03 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.
- 25.04 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 toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the 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 amounts 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 obligation exceeds that which the Employer would have if the Plan were a defined contribution plan.

- 25.05 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such

access, a mutually acceptable third party, such as a firm of accountants or 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 25.05 of the agreement are:

A. To be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for purpose of calculations past service credit)

B. To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

C. To be Provided Once, and if Status Changes

Address to be provided to the Home
Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
Marital Status

25.06 Where legislation or the Plan prohibits an employee from contributing to the Nursing Homes and Related Industries Pension Plan (NHRIPP) because of age, an amount equivalent to the deductions in Article 25.02 will be added to the employee's wages.

ARTICLE 26 - HEALTH AND SAFETY

- 26.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 26.02 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.
- 26.03 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.
- 26.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety & Insurance Board (WSIB) relating to the number of work 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.
- 26.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 26.06 ***Residents Having Serious Infectious Diseases***

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

workers are obligated to maintain confidentiality in respect of this information. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

26.07 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.

26.08 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.

26.09 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).

26.10 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.

26.11 ***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.

26.12 ***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.

26.13 **Influenza**

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

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

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

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

26.14 **Staff Abuse**

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

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

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

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

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

further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

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

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

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

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

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

ARTICLE 27 – WORKERS' COMPENSATION

27.01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety & Insurance Board, the following shall apply:

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

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

27.03 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

12:10) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at his discretion.

27.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 12:01 and within which she shall have the right to return to work upon the recommendation of the Workers Safety & Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

27.05 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim, 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 27:04 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 12:01.

(This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

27.06 If, on the recommendation of the Workers Safety & Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

27.07 *Workers Safety & Insurance Board Challenge*

In the event that the Employer challenges a Workers Safety & Insurance Board 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 Workers Safety & Insurance Board or a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety & Insurance Board if their claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 18. 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 Workers Safety & Insurance Board. If the claim for the Workers Safety & Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 18.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Employer desire that every employee be familiar with the provisions of this Collective Agreement and with their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing. The Union will provide the Employer with a copy of the disk upon completion.

ARTICLE 29 - RENEWAL, AMENDMENT OR TERMINATION

29.01 This agreement shall remain in effect until the 30th day of June 2010 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to June 30th, 2010 that it desires to amend or terminate this agreement.

29.02 In the event of such notification being given to amend the agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached on or before the 30th day of June, 2010, this agreement shall be automatically extended until a new agreement is reached or proceedings prescribed under the *Labour Relations Act of Ontario* and the *Hospital Labour Disputes Arbitration Act of Ontario*, as they may be amended from time to time are completed, whichever should first occur.

29.04 *Retroactivity Full and Part-Time Employees*

(a) The increase to the wages shall be effective January 1, 2001 on a retroactive basis to all Employees in the bargaining units for all paid hours of employment. Any new Employees hired shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, Employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Such Employees shall have a period of sixty (60) days only, from date of posting by the Employer in which to claim any adjustment to their remuneration.

- (b) All retroactive payments are to be made in the form of individual fully itemized cheques, if possible, to each Employee within two pay periods" following notice of ratification.
- (c) If the Employer has not paid the retroactive payments to present Employees within two pay periods of ratification or the date of the Award, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

All items other than wages effective on the date of ratification unless specifically set out otherwise.

Employees within their classification will progress from the "start rate" and so on, on the basis of the 1950 hours worked at the "start rate" to the "1 year rate" and so on. Hours worked and paid for, hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers Safety & Insurance Board Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

Employees who work as Nurse Aides and who hold a Health Care Aide Certificate or equivalent, as recognized by the Employer, shall receive fifteen cents (15) an hour above the applicable Nurse Aide rate.

Employees who work as Life Enrichment Assistants and who hold a recreation certificate or equivalent, as recognized by the Employer, shall receive fifteen cents (15) an hour above the applicable Life Enrichment Assistant rate.

ARTICLE 30 – GENERAL

30.01 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.

30.02 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.

30.03 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*.

30.04 If the Employer requires a sick leave certificate and the employee's doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate; or 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.

30.05 *Recent Related Experience*

Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to 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. Where the experience is part time one year equals 1,800 hours worked. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

Recognition of Previous Experience – RN's

The Employer will recognize related experience on the basis of one (1) annual increment for each one (1) year of service up to a maximum of the grid. Part time service shall be recognized on the basis of eighteen hundred (1800) hours worked in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

30.06 *Preparation of Collective Agreement*

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

Signed this _____ day of _____, 2008

For the Employer

For the Union

SCHEDULE "A" (including Pay Equity)					
CLASSIFICATION	STEP	Expired June 1/06	July 1/07 2.75% RPN's addt'l 0.25	July 1/08 2.6% RPN's addt'l 0.25	July 1/09 3.0% RPN's addt'l 0.25
Housekeeping Aide	Start	16.338	16.787	17.223	17.740
Dietary Aide	Prob	16.561	17.016	17.458	17.982
Laundry Aide	1 yr	17.063	17.532	17.988	18.528
	2 yr	17.515	17.997	18.465	19.019
Handyman	Start	16.338	16.787	17.223	17.740
	Prob	16.561	17.016	17.458	17.982
	1 yr	17.063	17.532	17.988	18.528
	2 yr	17.515	17.997	18.465	19.019
Nurse Aide Scheduler	Start	16.538	16.993	17.435	17.958
	Prob	16.784	17.246	17.694	18.225
	1 yr	17.240	17.714	18.175	18.720
	2 yr	17.669	18.155	18.627	19.186
Program Aide (Aug 2007 Rate established by adding 0.15 to Life Enrichment Asst/Nurse Aide rate)	Start	16.688	17.147	17.593	18.121
	Prob	16.934	17.400	17.852	18.388
	1 yr	17.390	17.868	18.333	18.883
	2 yr	17.819	18.309	18.785	19.349
P.S.W. (Health Care Aide) (Feb 20/03: Rate no longer established by adding 0.15 to the Nurse Aide Rate)	Start	16.705	17.164	17.610	18.138
	Prob	16.974	17.441	17.894	18.431
	1 yr	17.416	17.895	18.360	18.911
	2 yr	17.846	18.337	18.814	19.378
Cook	Start	17.284	17.759	18.221	18.768
	Prob	17.507	17.988	18.456	19.010
	1 yr	18.000	18.495	18.976	19.545
	2 yr	18.454	18.961	19.454	20.038
Registered Practical Nurse	Start	19.755	20.548	21.332	22.222
	Prob	20.014	20.814	21.605	22.503
	1 yr	20.466	21.279	22.082	22.994
	2 yr	20.931	21.757	22.573	23.500
Registered Nurse	Start	21.830	22.680	23.520	24.476
	1 yr	22.750	23.626	24.490	25.475
	2 yr	23.510	24.407	25.292	26.301
	3 yr	24.560	25.485	26.398	27.440
	4 yr	25.600	26.554	27.494	28.569
	5 yr	26.650	27.633	28.601	29.709
	6 yr	27.180	28.177	29.160	30.285
	7 yr	28.760	29.801	30.826	32.001
	8 yr	29.410	30.469	31.511	32.706
	9 yr	32.140	33.274	34.389	35.671

SUPPLEMENTARY AGREEMENT

BETWEEN

**CENTRAL CARE CORPORATION, McGARRELL PLACE
(hereinafter referred to as the "Employer")**

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the parties hereto have entered into a collective agreement (hereinafter called the "Collective Agreement");

AND WHEREAS the Union is the certified bargaining agent for the Employees of the Employer at its Nursing Home in the city of London who regularly work not more than twenty-four (24) hours per week and students employed during the school vacation period;

NOW THEREFORE, the parties agree to the following:

1. Unless otherwise specified, the full-time Collective Agreement shall apply to the part-time Employees.
2. Except as hereinafter provided, the terms and conditions of the Collective Agreement shall extend to and be binding upon the Employees in the bargaining unit described in the said Certificate.
3. Part-time Employees will receive the same starting rate as full-time Employees until they have completed 1950 hours for the Employer and such Employee shall thereafter be paid the rate prescribed for a full-time Employee having one year's seniority. When a part-time Employee has accumulated 3900 hours paid by the Employer, she shall be entitled to payment at the rate prescribed for a full-time Employee having two (2) years service.
4. The Employer will make OHIP or its equivalent and all insured benefits available to part-time Employees and will pay fifty (50%) percent of the Employer portion for full time Employees who participate.
5. ***Temporary Full-Time Positions***

Temporary full-time positions of more than six (6) weeks or longer shall be posted for application by Employees. Such positions shall be filled from

applications received on the basis of seniority provided the senior employee is qualified to perform the normal requirements of the job.

If the temporary position still exists, it shall be reposted as above, and subject to the posting provisions of Article 12.10.

6. Pay Cheques

In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

7. Full-Time/Part-Time Ratio

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

- 8. Part Time employees shall be scheduled off one weekend in three unless specifically hired for weekend work or requests to work on their scheduled weekend off.
- 9. Part time employees shall not be scheduled to work any more than six (6) consecutive days in a row. Employees, who of their own accord exchange shifts with other employees and work more than 6 shifts in a row shall not be in violation of this agreement. Overtime will not be applicable as a result of employees exchanging or trading shifts.
- 10. Scheduling of part time employees shall be done as equitably as possible by seniority.

SIGNED this _____ day of _____, 2008

FOR THE EMPLOYER

FOR THE UNION

MEMORANDUM OF SETTLEMENT

BETWEEN

CENTRAL CARE CORPORATION, McGARRELL PLACE

- and -

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

REGISTERED NURSE ADDENDUM

1. In addition to the following, the parties agree that this addendum shall be attached to the collective agreement and unless otherwise specified, the full time service/part time addendum collective agreement shall apply to the Registered Nurses.
2. The Union is the certified bargaining agent for all registered and graduate nurses employed in a nursing capacity by McGarrell Place in the city of London save and except Head Nurse, persons above the rank of Head Nurse, office and clerical staff and persons for whom any trade union held bargaining rights as of November 27, 1996.
3. Except as hereinafter provided, the terms and conditions of the collective agreement shall extend to and be binding upon the employees in the bargaining unit described in the said certificate.
4. Notwithstanding Article 12.01, seniority is accumulated based on time spent within the RN unit.
5. Full time RN's shall be maintained on their current shift preferences, recognizing part time RN's may be required to cover a shift other than their preference.
6. The shifts available for Christmas and New Years shall be filled by seniority, provided that each R.N. works one Christmas or New Years.
7. Where possible, RN's scheduled to work a paid holiday shall also be scheduled to work the corresponding weekend and RN's not scheduled to work the paid holiday shall not be scheduled to work the corresponding weekend. Stat holidays where possible shall equitably be distributed among the nurses.

8. Employees shall choose by seniority Christmas and New Years every other year. If there are too many requests for one or the other holiday, the deciding factor shall be which holiday the employee had off the previous year.
9. Schedules of work, once posted shall not be changed unless mutually agreed between the Employer and the employee.
10. **Schedule A**

Effective on the first full pay after ratification the RN's shall be placed according to seniority on the following wage grid. Part time nurses, who currently receive % percentage in lieu, shall, effective the first full pay after ratification, no longer receive the % percentage in lieu and shall receive benefits as per the part time addendum.

It is agreed that RN's whose current rate of pay (less the % in lieu) is above the rate of pay on the agreed pay grid, shall be frozen at their current rate of pay until they have earned enough seniority to move up on the wage grid to a rate of pay equal to or greater than their current.

Part Time Nurses shall move through the grid based on 1500 hours equals one year. Full Time Nurses shall move through the grid based on Date of Hire.

RN Retention Bonus

Effective April 1, 2004 the rates in effect for RN's as of March 31, 2004 shall be increased by fifty cents (\$0.50).

RETENTION BONUS (not to be rolled into the rate):

Applicable Only to RN's Below the Maximum of the Grid

BONUS 1: Effective in May 2005 pay all nurses employed on May 1, 2005 a retention bonus of twenty-five cents (\$0.25) for each hour paid during which time the RN was below the maximum of the grid from the first full pay period following "date of ratification" to April 30, 2005.

BONUS 2: Effective in June 2006 pay all nurses employed on June 1, 2006 a retention bonus of fifty cents (\$0.50) for each hour paid during which time the RN was below the maximum of the grid from May 1, 2005 to May 31, 2006.

BONUS 3: Effective in June 2007 pay all nurses employed on June 1, 2007 a retention bonus of seventy-five cents (\$0.75) for each hour paid during which time the RN was below the maximum of the grid from June 1, 2006 to May 31, 2007.

RETENTION BONUS (not to be rolled into the rate):

Applicable Only to RN's at the Maximum of the Grid

BONUS 1: Effective in May 2005 pay all nurses employed on May 1, 2005 a retention bonus of fifty cents (\$0.50) for each hour paid during which time the RN was at the maximum of the grid from the first full pay period following "date of ratification" to April 30, 2005.

BONUS 2: Effective in June 2006 pay all nurses employed on June 1, 2006 a retention bonus of seventy-five cents (\$0.75) for each hour paid during which time the RN was at the maximum of the grid from May 1, 2005 to May 31, 2006.

BONUS 3: Effective in June 2007 pay all nurses employed on June 1, 2007 a retention bonus of one dollar (\$1.00) for each hour paid during which time the RN was at the maximum of the grid from June 1, 2006 to May 31, 2007.

The general economic increase shall be applied in addition to the above adjustments and Retention Bonuses.

Recent Related Experience RPN

Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to 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. Where the experience is part time one year equals 1,800 hours worked. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

Recognition of Previous Experience – RN’s

The Employer will recognize⁴ recent related experience on the basis of one (1) annual increment for each one (1) year of service up to a maximum of the grid. Part time service shall be recognized on the basis of eighteen hundred (1800) hours worked in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

SIGNED this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTERS OF UNDERSTANDING

Between

CENTRAL CARE CORPORATION, McGARRELL PLACE

- and -

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

#1 **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 & 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 Pension 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 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.

#2 JOB TRADES

Employees wishing to trade their full-time position for another position shall make a request to their supervisor to post their position for trade. The employee must provide the shift and number of days requested ie: 10 shift day position wishes a 4 shift night position and the duration of the trade (no longer than 6 months).

The job trade will be posted as per the posting provisions of the collective agreement, only employees with the requested position may apply.

In the event that there are no employees wishing to trade positions the employee requesting the trade shall continue to work their scheduled shift.

It is further agreed that there will be no increase in costs of in lieu or benefits as a result of the trade.

#3 ACTIVITY ROOM FOR UNION MEETINGS

The Employer will make its activity room available to the local Union so that the employees in the bargaining unit may meet about local union matters. The room shall be so available bi-monthly, or at such other times as the parties may mutually agree, for roughly one and one-half hours in the evening, at a time chosen by the Employer. The Union and the Employer agree that the meetings shall not be disruptive not interfere with the interests of the residents. Nothing herein interferes with the Employer's right to discontinue to use of the activity room for such meetings if in the Employer's opinion there is a reason to do so.

#4 VACATION PAY

The parties agree that for the term of the collective agreement vacation pay for all full-time employees will be paid on request when taking vacation. Part time employees will be paid out by July 31st of each year.

#5 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, and record of offences, marital status, same-sex partnership status, family status or handicap.

3. **Responsibilities**

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

All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

The Employer and the CAW will jointly investigate all complaints.

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

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

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

1. Name calling
2. Racial slurs or jokes
3. Mimicking a person's accent or mannerisms
4. Offensive posters or pictures on paper
5. Repeated sexual remarks
6. Physical contact that could be perceived as degrading
7. Sexual flirtation, advances, propositions
8. Leering
9. Comments about a person's sex life
10. Innuendo, gestures or taunting about a person's body, disability, attire or gender.

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

Procedure

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

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

10. In the event that the complaint is not resolved in Step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.
11. The parties agree that this procedure is an alternative complaint procedure and as such complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

#6 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.

#7 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.

#8 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 proper care they may raise the matter in labour/management meetings.

Note: not to be included in the collective agreement – The Employer understands it is the Union’s intention to file any workload concerns under this protocol on a standardized form of the Unions own design.

#9 RESIDENT ABUSE

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

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

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

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

#10 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.

#11 CHIROPRACTIC & EYE COVERAGE

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

#12 STANDBY

The parties agree that in January of each year the RN's employed at McGarrell Place shall have the opportunity to place their names on a standby list. It is understood that if your name is on the list there is a clear expectation that you will accept standby calls. The parties further agree that when the need arises for an RN to be on standby, the shifts will be offered to the nurses on the list on a rotational basis. They shall be compensated at their regular rate of pay for no less than four (4) hours. If they are required to report to the home they shall receive the four (4) hours pay in addition to being paid for the hours at work.

#13 SICK LEAVE

- (a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two (2) week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the EI sick leave coverage, to access the WI plant immediately for a total of eighteen (18) weeks from the commencement of the WI period.

#14 INVESTIGATION OF ALLEGED RESIDENT ABUSE

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

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a 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.

#15 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.

#16 BENEFIT GRIEVANCE RESOLUTION

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

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitration to be selected alternately from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators, for this purpose, shall be Nancy Backhouse and Deena Baltman.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the union where the benefit is insured.
- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. The Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

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

(l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

DATED at _____, Ontario this _____ day of _____, 2008.

For the Employer

For the Union

:kh/cope343