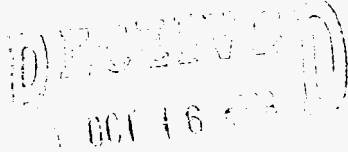


**COLLECTIVE AGREEMENT**



**Between:**

**MEADOW PARK INCORPORATED  
MEADOW PARK RETIREMENT HOME  
(hereinafter called the "Employer")**

**OF THE FIRST PART**

**- and -**

**The National Automobile, Aerospace, Transportation and General  
Workers Union of Canada (CAW-Canada) and its Local 302  
(hereinafter called the "Union")**

**OF THE SECOND PART**

**Expiry Date: June 30, 2010**

*10985(06)*

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**WHEREAS** the Union by certificate dated May 2<sup>nd</sup>, 2000, is certified bargaining agent of:

All employees of Meadow Park (London) Inc., 1210 Southdale Road East, London, save and except supervisors, persons above the rank of supervisor, activities co-coordinator, registered nurses, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and office staff, and

All employees of Meadow Park (London) Inc., 1210 Southdale Road East, London, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses and office staff.

## **ARTICLE 1 – GENERAL PURPOSE**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union and to provide orderly procedure for the prompt and equitable disposition of grievances **and** for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

## **ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement and undertakes that it will not enter into any Agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

### **2.02 Discrimination/Harassment**

The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practice by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practice

by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

The term 'spouse' or 'partner' as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee *is* living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

### 2.03 **Joint Commitment in Respect of Harassment**

The Employer and the CAW are committed to providing a positive environment for staff. **All** individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Where **a** bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of the **CAW**. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to **file** a grievance under the terms of this Collective Agreement.

### 2.04 **Resident Abuse Not Tolerated**

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation *is* carried out in response to **a** complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

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.

### ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes except as modified by the terms of this Agreement, the right of the Employer to:

- (a) determine and establish standards of procedures for the care, welfare, safety and comfort of the residents in the Retirement Home and to plan, direct, and control the work force and the work of the employees.
- (b) maintain order, discipline and in connection therewith, to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of the Agreement. The Employer will notify the Union Committee of any alterations of the present rules and regulations or of, new rules or prior to their implementation.
- (c) determine after consultation with the Union Committee the number of employees required and the duties to be performed **by** each employee.
- (d) hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with **as** hereinafter provided.

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

## ARTICLE 4 – UNION SECURITY

The Home shall deduct Union dues monthly for the terms of this Agreement according to the following conditions:

- 4.01 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 4.02 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 4.03 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-Canada, Local 302  
520 First Street, Unit 13  
London, Ontario N6V 3C6

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.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.

- 4.04 The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications 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, and Weekly Indemnity.

4.05 The Employer will provide the Union with a list of the names of its Supervisors.

4.06 **New Employee Orientation**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate and to the Health and Safety Representative by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

4.07 T-4 slips issued annually to employees shall show deductions made for Union dues.

**ARTICLE 5 – UNION REPRESENTATION**

5.01 The Union shall elect or otherwise select up to five (5) members of the bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting.

The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly scheduled working hours. Either party may



request a meeting which shall be held within five (5) calendar days of the request.

The Union Committee shall have the right at any time to have the assistance of representatives of the CAW. Normally such representatives shall have access to the Employer's premises.

The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during her term of office, as long as they are qualified to perform any available bargaining unit work.

5.02 The Union recognizes that the Union committee members have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union-Management business will be consumed by such persons during working hours. In accordance with this understanding, wages for the time thus spent on Union-Management business will be paid by the Employer

5.04 The Union agrees to supply the employer with the names of the Union Committee Members and will keep such list up to date

5.05 The Employer shall make available to the Union, on request, information required by the Union such as job description of positions in the bargaining unit.

5.06 Specifications of all health and welfare plans shall be approved by both parties to this Agreement.

5.07 Copies of all rules or regulations adopted by the Employer which affect the members of this Union are to be forwarded to the Union prior to posting on all bulletin boards.

5.08 (a) **Pay for Negotiating Committee**

Each member of the Union Committee shall receive his/her regular pay for all regularly scheduled working hours lost due to attendance at the negotiating meetings with representatives of the Employer before and after but not during the conciliation process.

(b) **Pay When Employee at Master Negotiations**

Where a Home is participating in a Master Bargaining Process, and a Union Committee Person is attending a bargaining session 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(s) so spent in negotiating meetings with the Employer.

- 5.09 A steward, and where applicable, members of the Union Committee shall receive their regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purpose of clarity, cover meetings with a Grievance Settlement Officer appointed under the *Labour Relations Act*, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

### **6.02 Complaint**

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving rise to the complaint. The Supervisor shall give a decision within seventy-two (72) hours of such discussion. If the Supervisor's decision is not satisfactory to the employee, the employee may refer the complaint to the Union committee.

#### **Step 1**

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of the response, The Administrator shall respond to the grievance in writing to the Union Committee within five (5) calendar days of receipt.

#### **step 2**

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union

Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting.

6.03 **Group and Policy Grievances**

The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

6.04 **Discharge Grievance**

A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer, Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit,

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

6.06 **Right to Have a Steward/Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Union Committee Member present at the time such discipline is given. The employee, and the Union Committee member shall be informed in advance that the meeting is to be disciplinary in nature, and the a Committee member can be involved.

A Union Committee member will accompany an employee to the door who has been sent home on investigation.

6.07 **Clearing of the Record**

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee's personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will **be** discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums, and allow the Employer a reasonable opportunity to remedy any problems.

6.08 An employee shall, upon written request, be granted the opportunity to view his/her personnel file. Information to be **viewed** will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident reports.
4. Medical file.

## **ARTICLE 7 – ARBITRATION**

7.01 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

Wes Rayner  
Frank Reilly  
Randy Levinson  
Ted Crijenca  
Jules Bloch

The parties may add to the list by mutual agreement.

7.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.

7.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any **new** provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement.

In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

- 7.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.
- 7.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

## **ARTICLE 8 – SENIORITY**

- 8.01 A new employee will be considered on probation until after he/she has completed forty-five (45) days of work within twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.
- 8.02 Employees will be regarded as probationary employees until they have acquired seniority as above, provided however, that an employee shall be entitled to the assistance of the Union in settling a grievance. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, **may** be terminated **on** the basis of a fair and proper assessment of his suitability for employment with the nursing home, but which action may be taken up as a grievance.
- 8.03 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and ability **and** qualifications to perform the normal requirements of the job.
- 8.04 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised in May and November of each year. If there are no written complaints concerning the seniority list in the six (6) months following it's posting, the list shall be deemed to be accurate.

It is agreed that the Chairperson will be advised as soon as an employee commences employment as to their classification and hiring date.

8.05 The Employer will supply the Union Committee members with sufficient copies of the Seniority List and pro-rata percentages as well as forwarding a copy to the Local Union Office.

8.06 Part-time employees who become full-time employees without interruption of continuous service shall receive seniority credit for their continuous part-time service on a pro-rate basis to the nearest even full month. Full-time employees who transfer to part-time employment will also carry their seniority credit with them.

In the event that a part-time employee should become a full-time employee, such employee's name will be removed from the part-time employees' seniority list and will be added to the full-time employees' seniority list. Such employee shall be credited with all accrued seniority to the date of his/her becoming a full-time employee in accordance with the following formula.

A part-time employee who becomes a full-time employee without interruption of her continuous service shall be ranked on the full-time seniority list with credit for her part-time service on the basis of formula 1800 hours equals one year service. This credit applies to seniority and not to service.

Such employee will be given a seniority date on the full-time employee's seniority list, which will reflect the amount of his/her full-time seniority determined in accordance with the foregoing formula.

## **ARTICLE 9 – LOSS OF SENIORITY/TERMINATION OF EMPLOYMENT**

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

- (a) voluntarily resigns, quits, retires, or is retired; or
- (b) is discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or
- (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 was scheduled to work, without a justifiable reason for the absence; or
- (d) fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of her intention to return to work, or

fails to return to work within ten (10) working days of the receipt of notice of recall, unless a satisfactory reason is given; or

(e) is laid-off from work for a period of thirty-six (36) months

9.02 An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause **will** not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

## ARTICLE 10 – JOBSECURITY

### Layoff & Recall

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

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

- if her service **is** greater than 9 years – 9 weeks' notice
- if her service **is** greater than 10 years – 10 weeks' notice
- if her service **is** greater than 11 years – 11 weeks' notice
- if her service **is** greater than 12 years – 12 weeks' notice

### 10.03 Layoff Procedure

(a) In the event of layoff Seniority Lists will be kept separate, The Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remains on the job employees who have the ability and qualifications as required by **law** to perform the work.

(b) **An** employee who is subject to layoff shall have the right to either:

- i) accept the layoff; or
- ii) displace an employee who has lesser bargaining unit seniority in an equal, or lesser paying classification provided she has the qualifications as required by law, and who is of the same status (Ft or PT).
- iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace an employee of the same status (FT or PT) who has less seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified, as required by law, for and can perform the duties of the lower or identical paying Classification without training other than orientation. Such employee so displaced shall be laid off.
- iv) Where a Full time employee cannot displace another Full time employee she may displace a less senior part time employee in the employee's own, an equal or lesser paying classification provided she has the qualifications as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation. The part time employee so displaced has the rights as set out in Article (ii).

Note: **An** identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 10% of the laid off employee's straight time hourly rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.



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

10.04 Employees on layoff may apply for any posted position.

10.05 **Recall Rights**

- (a) An employee shall have the 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 before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

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.

Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given.

The employee is solely responsible for her proper address being on record with the Employer.

- (e) Employees on layoff, or notice of layoff, have a right to preferential consideration for temporary vacancies expected to exceed fourteen (14) days. 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.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.

**10.06 Benefits on Layoff**

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

10.07 In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job. Under no circumstances will casual new or part-time employees be continuously employed on the job while any senior full-time employee is on layoff. Such senior employee(s) on layoff will be given the first opportunity to accept casual, part-time or new positions.

Recall shall be in reverse order to layoff and all employees on layoff must be recalled before any additional new help is hired.

**10.08 Seniority Accrual**

Seniority for purposes of a layoff, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee is absent due to W.C.B.

10.09 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

10.10 **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.

10.11 **Work of the Bargaining Unit**

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

**ARTICLE 11 – HOURS OF WORK AND OVERTIME**

11.01 The normal work day shall consist of seven and one-half (7 ½) hours exclusive of one-half (1/2) hour unpaid lunch break. Lunch or meal periods are to be allowed and will be uninterrupted except in cases of absolute emergency.

11.02 The regular work period will consist of seventy-five (75) hours which may be averaged over a two (2) week period. It is understood that employees may be required to work up to and including five (5) consecutive days.

11.03 (a) Overtime at the rate of one and a half times the regular hourly rate will be paid for all time worked in excess of the above specified normal hours per shift, or pay period. The Employer may request an employee to work overtime at any time prior to the commencement of the shift in which overtime hours will be accumulated, and the employee has the option to accept or refuse such overtime.

(b) Notwithstanding Article 11.02, some part-time employees may be assigned to shifts of shorter duration.

11.04 Rest periods of fifteen (15) minutes duration, with pay, will be provided for each employee in each one-half (1/2) shift to work, wherever possible at the mid-point.

11.05 Except where it is possible to schedule straight weekends off, employees will be scheduled so as to have two (2) weekends in four (4) off. The term weekend shall mean Saturday and Sunday.

11.06 Schedules of work for a four (4) week period will be posted at least two (2) weeks prior to the effective date of the schedule. Such posted schedules shall not be changed unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees.

The mutual exchange of shifts between employees will be allowed, whenever possible, providing however, that the request be written on the appropriate management form no later than four (4) days prior to such shift change, except in cases of emergency. The employer shall not be responsible for overtime claims and non compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

11.07 When an employee reports for work at his/her assigned starting time without being notified four (4) hours in advance by the Home not to report to work at said time, then the employees shall receive work or pay in lieu of work, for four (4) hours during that day. Employees are required to notify the Retirement Home at least eight (8) hours in advance of the commencement of the shift when returning to work after any absence.

11.08 If any employee is called in to work after completing a regular shift of work and leaving the Home premises, the employee shall be guaranteed a minimum of three (3) hours pay at time and one-half (1 ½) the regular rate of pay for each such call-in. This clause will not apply to voluntary additional hours worked by part-time employees.

A call in book will be available to employees upon request where possible, and the scheduler will respond to employees in a timely manner.

11.09 There shall normally be a minimum of sixteen (16) hours off between shifts of work except as may be mutually arranged between the Employer and employee(s).

11.10 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employee(s).

11.11 Those employees working the 11-7 shift when the change from daylight saving to standard time, or vice versa, occurs, an employee shall be paid for 7 ½ hours, notwithstanding the fact they have worked either 6 ½ hours or 8 ½ hours.

**11.12 Part-time Employees Scheduling**

Part-time employees (employees working twenty-four **(24)** hours or less per week on the average) shall be placed on a standby list. The scheduling of part-time employees from this list shall be made as equitable as possible using a rotation of call-in from this list **so** that all part-time employees shall have an equal opportunity to receive all part-time work.

It is understood that part-time employees shall be on call and called in to replace full-time employees and part-time employees who are off work for paid holidays, vacations, leave of absence (paid or unpaid), or sickness.

11.13 Where a full-time bargaining unit employee is absent from work on an approved leave of absence, which includes maternity/adoption leave and Workers' Compensation, the Employer may suggest that a part-time bargaining unit employee work as a full-time bargaining unit relief for the duration of the approved leave of absence, for up to six months, in which case the part-time bargaining unit employee will continue to be covered under the terms of the part-time bargaining unit Collective Agreement. The Employer will notify the Union of any appointments made under this provision.

**ARTICLE 12 – PAID HOLIDAYS**

12.01 **All** employees will be credited with pay computed at straight time for each of the following paid holidays:

New Year's Day	Labour Day
3 <sup>rd</sup> Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

12.02 (a) In order to qualify for a paid holiday, an employee must work the full scheduled shift preceding and immediately following the statutory holiday, unless the employee is absent on one of the aforementioned days due to illness or injury, or an approved leave of absence. Employees absent due to illness or injury may be required to submit a certificate from a duty qualified medical practitioner, except where such is not reasonably possible.

- (b) Has worked ten (10) days in the preceding four (4) work weeks.
- (c) Works on such a holiday if scheduled to do so except where absence is due to illness or injury as (a) above.
- (d) If an employee has met the qualifiers in 11.02 (a), (b) & (c) they are deemed to have qualified for lieu day(s) pay.

12.03 Employees who work on such paid holidays shall receive one and one-half (1 ½) times their regular rates of pay for all hours worked in addition to their regular rate of pay for the holiday unless equivalent time off is arranged.

12.04 If one of the paid holidays occurs during an employee's vacation or an on employee's regular day off, the employee will be credited with an additional day off with pay which may be added to his/her vacation, or a day's pay.

12.05 Employees shall have a choice of Christmas Day or New Year's Day off, the selection and scheduling of which will take place before December of each year. Where there is a dispute between employees in the selection, department seniority shall govern in the preference. The normal working schedule will be suspended from December 15<sup>th</sup> to approximately January 15<sup>th</sup>.

Where there are four (4) or less people in any classification, the Christmas and New Years time off schedule will be done on an alternating year to year basis.

12.06 Insofar as possible, with due regard to the necessary staffing of the Home, the Employer will attempt to assure that all full-time employees are scheduled to be off at least five (5) of the above-named paid holidays.

## ARTICLE 13 - VACATIONS

13.01 (a) Employees covered by this Agreement who regularly work more than 66 hours bi-weekly shall receive the following vacation with pay on the basis of services as follows:

Employees with less than one (1) year of continuous service as of June 30<sup>th</sup> shall receive one (1) day of vacation for each month of continuous service up to a maximum of two (2) weeks vacation with pay based on 4% of gross earnings.

Employees who have completed one (1) year but less than three (3) years of continuous service as of June 30<sup>th</sup> shall receive two (2) weeks of vacation with pay based on 4% of gross earnings.

Employees who have completed three (3) years but less than eight (8) years of continuous service as of June 30<sup>th</sup> shall receive three (3) weeks of vacation with pay based on 6% of gross earnings.

Employees who have completed eight (8) years but less than fifteen (15) years of continuous service as of June 30<sup>th</sup> shall receive four (4) weeks of vacation with pay based on 8% of gross earnings.

Employees who have completed fifteen (15) years but less than twenty-three (23) years of continuous service as of June 30<sup>th</sup> shall receive five (5) weeks of vacation with pay based on 10% of gross earnings.

Employees who have completed twenty-three (23) or more years of continuous service as of June 30<sup>th</sup> shall receive six (6) weeks of vacation with pay based on 12% of gross earnings.

Effective the vacation year 2008 - Employees who have completed twenty-eight (28) or more years of continuous service as of June 30<sup>th</sup> shall receive seven (7) weeks of vacation with pay based on 14% of gross earnings.

- (b) Employees covered by this agreement who regularly work 66 hours bi-weekly or less shall receive the following vacation with pay on the basis of service as follows:

Employees with 0 to less than 1800 hours worked of continuous service as of June 30<sup>th</sup> shall receive one (1) day of vacation for each month of continuous service up to a maximum of two (2) weeks' vacation with pay based on 4% of gross earnings.

Employees who have completed 1800 but less than 5400 hours worked of continuous service as of June 30<sup>th</sup> shall receive two (2) weeks of vacation with pay based on 4% of gross earnings.

Employees who have completed 5400 but less than 14400 hours worked of continuous service as of June 30<sup>th</sup> shall receive three (3) weeks of vacation with pay based on 6% of gross earnings.

Employees who have completed 14400 but less than 27000 hours worked of continuous service as of June 30<sup>th</sup> shall receive four (4) weeks of vacation with pay based on 8% of gross earnings.

Employees who have completed 27,000 hours but less than 41,400 hours of continuous service as of June 30<sup>th</sup> shall receive five (5) weeks of vacation with pay based on 10% of gross earnings.

Employees who have completed 41,400 or more hours of continuous service as of June 30<sup>th</sup> shall receive six (6) weeks of vacation with pay based on 12% of gross earnings.

Effective the vacation year 2008 - Employees who have completed 50,400 or more hours of continuous service as of June 30<sup>th</sup> shall receive seven (7) weeks of vacation with pay based on 14% of gross earnings.

13.02 The time of vacations for each employee will be mutually arranged between employees and the employer, provided however, that if there is a dispute over a respective vacation day between employees, departmental seniority of employees shall be the governing factor.

13.03 An employee who leaves the employ of the Home for whatever reason shall be paid the vacation allowance as provided herein. Employees shall, wherever possible, give at least two (2) weeks notice of resignation.

13.04 Employees going on vacation shall receive their vacation pay prior to the start of their vacation so long as the employee notifies the Employer in writing, one (1) week prior to pay day.

13.05 Wherever possible, an employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Vacations should start on the Sunday unless otherwise mutually agreed upon by the employee and the Employer.

13.06 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.



- 13.07 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30<sup>th</sup> of the year following the year in which entitlement was earned unless as mutually agreed upon.
- 13.08 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of the illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee's vacation shall be rescheduled after all other "first" vacation periods have been granted in accordance with Article 12.02.
- 13.09 Previous year's vacation not chosen by April 1<sup>st</sup> will be assigned by the supervisor, with a minimum of two weeks' advance notice. Part-time employees will be required to take a minimum of two (2) weeks vacation in blocks of one (1) week, or higher if required by the Employment Standards Act,
- 13.10 All earned vacation time must be used before L.O.A. will be granted.

#### **ARTICLE 14 – SICK LEAVE**

- 14.01 Pay for sick leave is for the sole and only purpose of protecting the employees against the loss of income and will be granted to all employees on the following basis:
1. The Employer will implement a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eight (8<sup>th</sup>) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary.
  2. Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
  3. Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available,

employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.

4. Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees' home.
  - (a) Weekly Indemnity participation is voluntary for all employees.
  - (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
  - (c) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in November and May each year subject to evidence of insurability satisfactory to the carrier.
  - (d) Notwithstanding (c) above;
    - i) an employee who averages over sixty-six (66) hours paid in any six month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
    - ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting.
    - iii) an employee with an increase in their pro-rata percentage of twenty percent (20%) or greater, above the pro-rata period immediately period (SIC), may enroll at the commencement of the next sign up period, without evidence of insurability.

Effective on Confirmation by the HRDC.

Replace the preceding W.I. sick leave plan with the following:

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

policy. Weekly Indemnity cheques shall be mailed directly to the employee's home.

## 5. Full-Time/Part-Time Sick Leave Transfers

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

14.02 When a full-time employee terminates his/her employment after acquiring seniority of five (5) years or more, he/she shall be entitled to an amount equal of his or her salary, wages or other remuneration for one quarter of the number of sick leave days standing to his/her credit at that time.

This provision is available only to employees who, on or before August 1, 1997, would have been eligible for cash. The amount eligible for cashout is modified by the Letter of Understanding attached to this agreement.

14.03 Wherever possible, any employees absenting him or herself on account of personal illness, must notify the Employer at least four (4) hours prior to the beginning of the scheduled shift if an evening or night **shift**, and one (1) hour prior to the beginning of the **day** shift. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

14.04 Whenever possible an employee must notify his supervisor or department head at least eight (8) hours prior to the commencement of his/her shift of his/her intention to return to work.

14.05 The Employer agrees that no employee **will** be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter **will** be forwarded to M. Teplitsky forthwith for a decision.

14.06 If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In

such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

## ARTICLE 15 – LEAVES OF ABSENCE

### 15.01 Personal Leave

Leave of absence for personal reasons may be granted at the discretion of management, provided that it does not disrupt the efficiency and service of the Home. Request for such leave must **be** made in writing at least one **(1)** month prior to the commencement of the leave, except in the case of emergency, and must state the date of leaving and the date of return.

All earned vacation must be used before L.O.A. time will be granted.

### 15.02 Compassionate Leave

- (a) Upon the death of an employee's spouse, child or step-child, an employee shall be granted leave up to a maximum of five **(5)** days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three **(3)** days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two **(2)** days ending no later than the day of the funeral.
- (d) An employee shall be granted one **(1)** day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

- (f) Where it is necessary because of distance, the employee may be provided up to four **(4)** days additional unpaid leave.
- (g) **An** employee can apply to use a paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an interment or equivalent or equivalent service, which the employee will indicate in writing on a form provided by the Employer.
- (h) When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such Bereavement Leave **as** set out above. The vacation days **so** replaced shall be extended or rescheduled as mutually agreed,

### **Pregnancy and Parental Leave**

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

#### **15.04 Pregnancy Leave**

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the *Employment Standards Act*, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer *two (2) weeks* notice, in writing, **of** the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (b) Pregnancy leave shall **be** granted **as** a right.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of

absence requested under this Article upon giving the employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 14.12 Parental Leave.

- (d) Notwithstanding article 14.04 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Upon confirmation of the SUB Plan by the Unemployment Insurance Commission an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

### **Vested Interest**

Employees do not have a right to SUB payments except for supplemental of U.I. benefits during the unemployment period as specified in the plan.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

### **Other Income**

Payments in respect of guaranteed annual remuneration in respect of deferred remuneration or severance pay benefits

are not reduced or increased by payments received under this plan.

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

15.05 An employee who does not apply for leave of absence under Article 14.04 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14.04 (a) upon providing the employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.06 During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

15.07 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 an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee **will** be returned to her former job, former shift if designated.

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

15.08 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 14.07.



15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

15.10 Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14.12 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

15.11 **Parental Leave**

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care of custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first 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 thirty-five (35) weeks in duration.

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

Parental leave ends thirty-five (35) weeks after it began in the case of an employee who also took pregnancy leave, or thirty seven (37) weeks after it began otherwise, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(d) For the purposes of parental leave under Article 14.12 Parental Leave, the provisions under 14.03, 14.06, 14.07, 14.08, 14.09, 14.10, 14.11.

## 15.12 **Union Leave of Absence**

Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include **PEL** absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

Where an employee is on approved union leave the employer will continue to pay all wages and benefits. The employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

**NHRIPP** – In addition to any limits in the collective agreement, where a bargaining unit member is a representative on the NHRIPP Board she shall be entitled to an additional ten (10) days of leave.

### **Long Term Union Leave**

**An** employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union, Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing **WSIB** coverage. The Employer will post the vacancy arising as a result of the granting of this leave as a temporary vacancy, which will be filled in accordance with the provisions of the job posting article.

## 15.13 **Jury and Witness Duty**

**If** an employee is required to serve as a juror in any court of law, or **is** required to attend as a witness in a court proceeding in which the Crown **is** a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

15.14 **Educational Leave**

- a) If required by the Employer an employee shall be entitled to leave of absence with pay and without loss of seniority and benefit to upgrade her employment qualifications.
- b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications provided that she receives at least one month's notice in writing unless impossible, and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

15.15 **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 compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, **CAW**, effective from date of ratification, and sent by the company to the following address: **CAW** Paid Education Leave Program, **CAW** Family Education Centre, R. R. #1, **CAW** Road 25, Port Elgin, Ontario, NOH2C3.

The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus

travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

## ARTICLE 16 – HEALTH AND WELFARE

All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the pro-ration formula (in Article 16).

16.01 The Employer agrees to pay 100% of the billing rate of the Ontario Hospital Insurance Plan (OHIP) for all employees eligible under the plan.

16.02 The Employer agrees to pay 100% of the billed rate of a Group Life Insurance Plan to provide \$25,000.00 term life per full-time employee in the bargaining unit.

16.03 The employer agrees to pay 100% of the billing rate for an Extended Health Care Plan (10120 deductible), for such items as drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, semi-private hospital coverage, blood oxygen, hearing aids prescribed by an Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person and effective two weeks after ratification eyeglasses, maximum \$160.00 per person in each consecutive two (2) years.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

16.04 Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross #9) based on the current ODA fee schedule. The employer shall contribute fifty percent (50%) of the billed premium on behalf of eligible participating employees under the Plan in the employ of the Employer.

Recall examinations for persons over the age of eighteen (18) will be covered once every nine (9) months; Fluoride treatments will be covered only for those persons eighteen (18) years of age and under.

16.05 Eligible employees who have so elected shall be entitled to participate in a Semi-Private Hospitalization Plan. The Employer shall contribute one hundred percent (100%) of the billed premium

on behalf of eligible participating employees under the Plan in the employ of the Employer.

16.06

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 the 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 for a period of one (1) year of an employee's absence **is** due to an injury within the nursing home resulting in Workers' Compensation 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.
- (e) Notwithstanding the above, where an employee is absent and in receipt of Workers' Safety and Insurance Benefits, the Employer will continue for up to twelve (12) months from the

date of the injury, to provide the health and welfare benefits in which the employee is participating at the time of the injury, provided only that the employee pay any premium share required under this agreement.

- 16.07 The Employer is responsible for the administration of any insurance policy established in order to provide the health **and** welfare plans as herein set forth. The carrier for all health and welfare plans shall be selected by the employer and the employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.
- 16.08 The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty days in advance of such change, unless it is not possible to do so. The Union **may** request a meeting to discuss the proposed change. The benefits provided will be equivalent.
- 16.09 Effective on the renewal of the current health and welfare benefits coverage:

#### **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 may be referred by either party to a single arbitrator, within ten (10) calendar **days**, to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or

submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrator for this process shall be Wes Rayner.
- (g) the arbitrator shall render a decision within ten (10) **days** of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.

16.10

The parties agree to follow the current benefit booklets or collective agreement regarding benefits, and at age 70 workers previously entitled to benefits will receive in lieu as per the contract.

## ARTICLE 17 – PART TIME BENEFITS COVERAGE

### 17.01 Pro-ration Formula

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

The calculation of pro-ration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by 975 and then multiplying by 100.

(The predetermined ~~six~~ month period shall coincide with the posting of the seniority list.)

Hours paid in calculating pro-ration formula will include WCB and WI.

When an employee is on:

- (a) maternity leave;
- (b) adoption leave;
- (c) approved leave of absence in excess of thirty (30) continuous calendar days;

pro-ration upon return, shall be based on % in effect prior to commencement of leave.

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have 100% of Employer portion of insured benefits paid. Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy (75) (SIC) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

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

- (a) Holiday pay – based on pro-ration formula (based on hours regularly worked 4 hour shift = 4 hours' pay.
- (b) Vacation pay – percentage of earnings.



17.03 **New Hires**

All newly-hired full time employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The pro-rata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

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

17.04 Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in May and November each year.

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

- (a) Life – when coverage approved.
- (b) Dental - \*\$200.00 maximum benefit/covered person.
- (c) EHC i) Drugs \*\$150.00 maximum benefit/covered person.
  - ii) Vision and Hearing Aides – no benefit during first six (6) months.

\* During first twelve (12) months of coverage.

17.06 The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards the cost of the benefits contained in this Agreement.

17.07 All part time employees hired after April 24, 2002 shall receive twenty cents (\$0.20) in lieu of Extended Health Coverages (Semi-

private; Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of twelve thousand and five hundred dollars (\$12,500) for each such part time employee who has completed probation to replace existing life insurance coverage, if any.

Part Time employees who were enrolled in the pro-rata benefits program prior to April 6, 2001 may, on a one time **basis** only on or before July 1, 2001, elect in writing to remain in the existing pro-rata benefits scheme, and not move to the twenty cent plan benefits scheme outlined above. **No** other employee will be entitled to make this election. Where an employee is currently receiving W.I. benefits, the employee will remain on W.I. in accordance with the terms of the plan, and the election will be made when she returns to active employment.

Furthermore, where a part time employee who **has** elected to remain in the current pro-rata scheme subsequently chooses to participate in the twenty cent plan outlined above, she shall not be permitted to return to the former pro-rata coverage again.

Where a part time employee who has elected to maintain her pro-rata benefits as outlined above has her status changed to full time, and she returns to part time status, or **is** returned to part time status, she may return **to** the former pro-rata benefits again, or elect to enter the twenty cent plan.

### **Change in Benefits**

Status in those homes which have pro-rata and the 20 cents plan – employees are entitled to advise the Administrator in writing on or before September 1, 2004 of their desire to enter the pro-rata benefits plan. The employees eligible for this election are those that are employees as of June 9, 2004. The choice to move into the pro-rata benefits is irrevocable once made. The employees would be considered as late entrants in accordance with the collective agreement.

### **ARTICLE 18 –WORKERS’ COMPENSATION**

18.01 Where an employee **is** absent due to illness or injury which is compensable by Workers’ Compensation, 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' Compensation.

- (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' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

18.02 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.

18.03 in the case of an absence due to a compensable accident, where the anticipated length of such absence is *four* (4) months or more, the employer will post notice of the vacancy in accordance with the job posting procedure Article 21 of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

18.04 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 8 and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate the Employer that the employee has the physical capability to perform her normal job.

18.05 (a) if a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WCB 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 position.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WCB claim but prior to two (2) full years mentioned in Article 17.04 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 7. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

18.06 If, on the recommendation of the Workers' Compensation 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.

18.07 **Workers' Compensation Board Challenge**

In the event that the Employer challenges a Workers' Compensation 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' Compensation for a period longer than one ~~(1)~~ complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim **was** approved, or the benefit to which she would be entitled under this sick leave plan, Article 13. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer that any payments will be refunded to the employer following final determination of the claim by Workers' Compensation Board. If the claim for the Workers' Compensation **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 14. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

**ARTICLE 19 – PENSION**

19.01 **Pension Plan**

It is understood that the Union **will** undertake **all** responsibility for managing the Union designated multi-employer Pension Plan (hereinafter called the "Plan") and the Employers' obligation is solely limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan.

The conditions precedent to the Employers listed above agreeing to participate in the Plan established by the Union are as follows:

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

“Applicable Wages” means the basic straight time wages for all hours worked, including:

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

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

“Eligible employees” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

19.02 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.

19.03 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.

19.04 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 obligations exceeds that which the Employer would have if the Pension were a defined contribution plan.

19.05 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 by the Employer 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 the 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 requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 26.05 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

- 19.06 Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age, the contributions the Employer would otherwise have made will be added to the employee's wage.

**ARTICLE 20 – SHIFT AND WEEKEND PREMIUM**

**20.01 Shift Premium**

The Employer agrees to pay all full-time employees a shift premium of thirty-three cents (33 cents) per hour for all hours worked at the request of the Employer, on a shift other than the shift normally worked as part of their permanent schedule.

**20.02 Weekend Premium**

An employee who works hours between the end of the evening shift Friday to the end of the evening shift Sunday shall receive a weekend premium of fifteen (15) cents for each hour so worked.

Effective the first full pay in July 2008, an employee who works hours between the end of the evening shift Friday to the end of the evening shift Sunday shall receive a weekend premium of twenty (20) cents for each hour so worked.

**ARTICLE 21 – UNIFORM ALLOWANCE**

- 21.01 All full-time employees will be paid a uniform allowance of \$8.00 per month. The uniform allowance will be paid over six (6) months in the amount of \$48.00, part-time employees \$4.00 per month to be paid every six (6) months in the amount of \$24.00 to be paid by separate cheque on the pay period ending closest to June 30<sup>th</sup> and December 30<sup>th</sup> annually.

Effective July 1, 2004 the uniform allowance will increase to \$9.00 per month for full-time employees and \$4.50 per month for part-time employees, with the appropriate changes in the bi-annual payouts.

- 21.02 All employees will be allowed to purchase uniforms of their own choosing; the choice of wearing pantsuit uniforms will be at the employee's option.

## **ARTICLE 22 – UNION BULLETIN BOARD**

- 22.01 The Employer will provide, in a central convenient location accessible by all employees, a bulletin board for Union notices, etc.

## **ARTICLE 23 – JOBPOSTING**

- 23.01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment of any new jobs created, shall be posted on all bulletin boards for a period of seven (7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

- 23.02 Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications to perform the normal requirement of the job.

- 23.03 In the event the successful applicant within the equivalent time period provided in Article 8.01 proves unsatisfactory or requests a return to his/her former position, he/she shall be returned to his/her former position, he/she shall be returned to his/her former position without loss of seniority.

Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer. Similarly, where the Employer determines that it intends to return an employee to her former position during her trial period the employee will receive notice in writing.



Employees bidding for temporary positions without changing classification, or shift (days/evenings/nights), shall not be subject to the trial period specified under 8.01.

- 23.04 If no applications to fill such vacancy or new job created are received from employees, then the Employer will fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the Union bulletin boards the outcome of all job postings.
- 23.05 When an employee has successfully bid for a job transfer from one classification to another, no further bid may be made for a six (6) month period, unless specifically permitted by the Employer.
- 23.06 Should an employee be awarded a temporary position, that employee shall remain in that position for its duration and shall not bid for any other position except for a permanent position.

#### **ARTICLE 24 – ACCIDENT PREVENTION – HEALTH AND SAFETY COMMITTEE**

- 24.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 24.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. The CAW will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.
- 24.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 24.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.
- 24.05 The Committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

- 24.06 Without limiting the generality of the foregoing, the committee shall:
- i) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
  - ii) make recommendations for the improvement of the health and safety of workers.
  - iii) recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
  - iv) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
  - v) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
  - vi) The CAW representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

24.07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

24.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.

24.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

24.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

24.11 The Employer will 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.

24.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

24.13 **National Day of Mourning**

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

24.14 **Protective Clothing and Equipment**

The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with 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, and the Employer implements such recommendation, employees are obligated to comply with such recommendation(s).

24.15 **Lockout and Machine Guarding**

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

24.16 **Outbreak**

- (a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.
- (b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid

leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

- (c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.
- (d) Accrued sick time must be used prior to using vacation entitlement. **In** the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These days will not be considered as days as set out in Article 12.05. The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
- (e) Where it is permitted by the Medical Officer of Health, or designate, and where it is **otherwise** possible, and employee who cannot work due to not taking the recommended **course** of treatment may be reassigned to work in another area of the home until the outbreak is declared over.
- (f) In the case of employees who work at **more** than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

#### 24.17 **Employment of Disabled Workers**

The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

#### 24.18 **Injured Workers Provisions**

An employee who **is** injured during working hours and who is required to leave the facility for treatment or is sent home as a

result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

## **ARTICLE 25 – JOB ASSIGNMENT/TRANSFER**

25.01 An employee called on to perform duties in a higher rated, non-supervisory category shall be paid not less than the start rate for that category. **I**f the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above his own rate.

### **25.02 Transfers**

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

- (a) if the job **is** a higher rated classification, the employee **will** receive her current rate or the start rate for the new position, whichever is the greater. She will then progress through the rates of the classification as provided in Schedule " A in accordance with her length of service in the classification.
- (b) **if** the job **is** a lower rated classification, the employee will receive her current rate or the top rate for the new position, whichever is lesser.

25.03 Any employee who **is** called in to work as a replacement for absent employees within the first ½ hour of the shift and who arrives within the first hour of the shift and completes the shift will **be** paid for the full shift at the applicable rate. Taxi fare will be provided where necessary.

## **ARTICLE 26 – RESPONSIBILITY ALLOWANCE**

26.01 When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive **\$3.00 per shift**.

26.02 Where an RN **is** absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of half (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.

## **ARTICLE 27 – TERM OF AGREEMENT .**

- 27.01 This Agreement shall be effective to June 30, 2010.
- 27.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.
- 27.03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date of this Agreement shall be automatically extended until consummation of a new Collective Agreement in full.

## **ARTICLE 28 – JOB SECURITY**

- 28.01 The nursing home shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an employer who ~~is~~ organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

## **ARTICLE 29 – NO PYRAMIDING**

- 29.01 In no event shall there be any pyramiding of benefits or payments except as otherwise provided for in this Collective Agreement.

## **ARTICLE 30 – WAGES – WAGE SCHEDULE – RETROACTIVITY**

- 30.01 (a) During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

- (b) 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.

30.02 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same. 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) working 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) working days of such meeting. The decision of the Arbitrator 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 and shall be retroactive to the date that notice of the new rate was given by the Home.

30.03 **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 a maximum of the grid. Such experience, when approved, will be granted on the basis of one years movement **on** the grid for each one years experience. Where the experience **is** part time one year equals 1800 hour paid.

30.04 Nurses Aides may be hired, with the understanding that they will take and successfully complete the first available **PSW** course, or their employment will be ceased. Existing nurse aides will be grandfathered. The employer will advise the union committee when a person without **PSW** qualifications is hired.

**ARTICLE 31 – PART-TIME EMPLOYEES**

Article 8.01 does not apply to Part Time employees. Part Time employees who participate in the pro-rata benefits program are covered by all other provisions of this agreement. Part time employees who do not participate in the prorated benefits program, including all part time employees hired after April 6, 2001, are not covered by Articles 14, 16, and 17.01 to 17.05.

- 31.01 A new employee will be considered on probation until after he/she has completed 337.5 hours of work within twelve calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.
- 31.02 Part-time employees shall progress from start to probationary wage rates as full-time to the one (1) year at 1800 hours worked or 1 ½ years, whichever is first and to the two (2) year rate at 3600 hours worked or three (3) years, whichever is first.

**ARTICLE 32 – MISCELLANEOUS**

- 32.01 The Union agrees to prepare the collective agreements. Once proofed and sent out the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.
- 32.02 Where an employee attends an in-service, such employee will sign to indicate attendance and receipt of materials. Where in-service information is provided in another format, employees will sign when they have reviewed the information.

DATED AT London, Ontario this 22 day of may, 2008.

FOR THE EMPLOYER

\_\_\_\_\_  
*Andrew Goff*  
\_\_\_\_\_  
*SAQS*  
\_\_\_\_\_

FOR THE UNION

\_\_\_\_\_  
*Robert G. Bush*  
\_\_\_\_\_  
*Nancy McLurphy*  
\_\_\_\_\_  
*Carol Morrison*  
\_\_\_\_\_  
*Janice McAnnell*



## SCHEDULE "A"

Classification		May 1, 2006	July 1, 2007	July 1, 2008	July 1, 2009
			2.75% .30 RPN	2.6% .30 RPN	3.0% .30 RPN
<u>Kitchen/ Laundry/ Housekeeping Aide</u>	Start	16.11	16.55	16.98	17.49
	3 Mos.	16.42	16.87	17.31	17.83
	1 Year	16.68	17.14	17.59	18.12
	2 Years	17.00	17.47	17.92	18.46
<u>Assistant Cook</u>	Start	17.16	17.63	18.09	18.63
	3 Mos.	17.37	17.85	18.31	18.86
	1 Year	17.57	18.05	18.52	19.08
	2 Years	17.83	18.32	18.80	19.36
<u>Certified Cook</u>	Start	17.48	17.96	18.43	18.98
	3 Mos.	17.67	18.16	18.63	19.19
	1 Year	17.85	18.34	18.82	19.38
	2 Years	18.12	18.62	19.10	19.67
<u>Janitor</u>	Start	16.57	17.03	17.47	17.99
	3 Mos.	16.84	17.30	17.75	18.28
	1 Year	17.00	17.47	17.92	18.46
	2 Years	17.46	17.94	18.41	18.96
<u>HCA(Nursing Home/Activity Aide</u>	Start	16.54	16.99	17.43	17.95
	3 Mos	16.82	17.28	17.73	18.26
	1 Year	17.12	17.59	18.05	18.59
	2 Tears	17.47	17.95	18.42	18.97
<u>HCA (Retirement Lodge)</u>	Start	15.67	16.10	16.52	17.02
	3 Mos	15.94	16.38	16.81	17.31
	1 Year	16.23	16.68	17.11	17.62
	2 Years	16.57	17.03	17.47	17.99
<u>RPN (Nursing Home)</u>	Start	19.17	20.00	20.82	21.74
	3 Mos	19.48	20.32	21.15	22.08
	1 Year	19.79	20.63	21.47	22.41
	2 Years	20.06	20.91	21.75	22.70
<u>RPN (Retire ment Lodge)</u>	Start	18.30	19.10	19.90	20.80
	3 Mos	18.60	19.41	20.21	21.12
	1 Year	18.92	19.74	20.55	21.47
	2 Years	19.20	20.03	20.85	21.78

## LETTERS OF UNDERSTANDING

### **Sick Credits**

The employee's current sick credits as of August 1, 1997 minus the 14 day, (if available) to be used under the WI system, will be frozen at their current dollar amounts following the wage adjustments made prior to August 1, 1997.

The frozen sick leave bank can be used to top up sick days which are otherwise not fully paid (including days paid under the new WI plan) to a normal day's pay.

The frozen cashout plan will be replicated in the Letter of Understanding amended only to reflect that it applies only to employees on staff as at August 1, 1997 (or date of implementation if earlier) and that the cashout formula applies to monies remaining in the sick leave bank.

Those employees with less than 14 days in their sick leave bank as at August 1, 1997 (or date of implementation if earlier) will start the new sick leave plan with those pre-existing days in their new sick leave bank.

### **Abuse and/or Threatening Behaviour**

Amend current letter as indicated below, or insert in any collective agreement without an identical letter, replacing any clause or letter of a similar nature:

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be treated with respect dignity and respect. Abuse or threatening behaviour shall include, but not be limited to the following:

physical abuse  
psychological abuse  
emotional abuse  
sexual abuse.

In order to provide and maintain an environment free of abuse/threatening behaviour all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behaviour towards staff will not be tolerated.

There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify

his/her immediate supervisor who will assess the situation and **give** further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the **abuse/threatening** behaviour, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident. The incident will be documented on the resident care plan/ chart with a clear course of action for staff to follow when providing care to the resident, and a copy of the incident will be provided to the Director of Nursing.

If the **abuse/threatening** behaviour involves a resident the multi-disciplinary team will do a full assessment of the situation and develop a plan of action. In the event that the resident knowingly and willingly continues the abusive behaviour, it will **be** documented and the Employer will suggest the resident shall be referred to an appropriate facility.

If the **abuse/threatening** behaviour involves a non-resident, the management team will investigate the complaint and, **if** warranted, the individual will be put on notice that their behaviour is unacceptable. **If** the behaviour continues appropriate action will be taken.

## Harassment **Policy in Respect of CAW Members**

### 1. **Policy**

Harassment is a form of discrimination that **is** prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer **and** the **CAW** do not tolerate any form of 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 Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member 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, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

### 3. Responsibilities

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

- \* **All** staff members, volunteers and persons with practising privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- \* The Employer and the **CAW** will jointly investigate all complaints.
- \* The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the CAW.
- \* **All** staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

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

- \* name calling
- \* racial slurs or jokes
- \* mimicking a person's accent or mannerisms
- \* offensive posters or pictures on paper
- \* repeated sexual remarks
- \* physical contact that could be perceived as degrading
- \* sexual flirtation, advances, propositions
- \* leering
- \* comments about a person's sex life
- \* innuendo, gestures or taunting about a person's body, disability, attire or gender

### 4. 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 counselling;
- \* facilitating in the resolution process and
- \* informing the complainant of their right 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 they have 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 to be 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 responsible for the conduct of harassment and 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 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, will be inserted into Step 2 of the grievance procedure for resolution.
- 10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed 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

## **Violence Against Women**

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

## **Job Security -**

### **Contracting In**

The Employer will not "contract in" during the life of the collective agreement. This letter expires June 30, 2010.

### **Transfer of Work/Sale of License**

The parties agree that they will not close an existing nursing home and open another in an attempt to avoid the Union during the life of this Agreement.

### **Work of the Bargaining Unit**

The parties shall identify the number of working supervisors in each facility, as of December 31, 2000. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

### **Return to Work and Labour Market Reentry**

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.

### **Alternate Use of Frozen Sick Leave Credits**

Where an employee retains a frozen sick leave bank pursuant to the 1997 agreement, and the employee obtains a medical opinion that her illness will last for at least three calendar weeks, she may apply to the Employer for a payment equal to 33 1/3 % of her regular daily rate from the frozen sick leave bank, for the number of working days here medical practitioner feels she will be absent. Such payment will be paid.

### **Temporary Job Postings**

A temporary vacancy of three (3) months or greater shall be posted. The employees from both the full-time and part-time bargaining units shall have the opportunity to apply for a temporary vacancy and the position shall be awarded by seniority. Employees will remain in the temporary vacancy for a maximum period of six (6) months. After six (6) months have passed, and the temporary job still exists, it will be reposted. It will be awarded by seniority from among all the employees from both the full-time and part-time bargaining units who applied.

The current practice is only part-time can apply for temporary full-time positions.

### **Record of Employment (ROE)**

- (a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- (b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of

Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.

- (c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- (d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

### **E.I. Carve Out**

The Employers agree that they will enter into a fixed time transitional letter of agreement for a period commencing from the first of the month following the date of ratification to a date 15 months later, during which the Salary Continuation protocol proposed by the Union will be used in cases where an employee has properly applied for E.I. coverage and a period in excess of four weeks has elapsed where no monies have been received. The letters as proposed by the Union will have to be executed in each instance. In no case will the "salary continuance" exceed the amount the employee would otherwise receive on a weekly basis from E.I.

### **CMI Review**

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- ii) review the importance of charting and charting results on the CMI and CMM;
- iii) review the annual CMI results and to discuss the implications (if any) of a changed CMI; and
- iv) identify and propose alternative to any actions that the Home may be planning.



It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective Agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

All of which are agreed to and signed at London, this 22 day of May 2008.

**FOR THE EMPLOYER**

\_\_\_\_\_  
*Andrea Gyle*  
\_\_\_\_\_  
*SHG*  
\_\_\_\_\_

**FOR THE UNION**

*Robert Buch*  
\_\_\_\_\_  
*Nancy Kellam*  
\_\_\_\_\_  
*Carol Morrison*  
\_\_\_\_\_  
*Janice Monroel*  
\_\_\_\_\_

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