

Collective Agreement

Between

Villa Colombo
Home for the aged

and

Canadian Union of Public Employees
Local 2553

Begins:
04/01/1996

Terminates:
03/31/1997

11035(01)

INDEX

| ARTICLE | | PAGE |
|---------|---------------------------------|------|
| 1 | PURPOSE | 1 |
| 2 | SCOPE AND RECOGNITION | 2 |
| 3 | MANAGEMENT RIGHTS | 2 |
| 4 | UNION SECURITY | 3 |
| 5 | REPRESENTATION | 3 |
| 6 | NO STRIKES OR LOCK-OUTS | 5 |
| 7 | NO DISCRIMINATION | 5 |
| 8 | GRIEVANCE PROCEDURE | 7 |
| 9 | DISCHARGE AND SUSPENSION CASES | 8 |
| 10 | ARBITRATION | 9 |
| 11 | SENIORITY | 10 |
| 12 | BULLETIN BOARDS | 14 |
| 13 | HOURS OF WORK | 14 |
| 14 | OVERTIME | 15 |
| 15 | PAID HOLIDAYS | 16 |
| 16 | VACATIONS | 17 |
| 17 | SICK LEAVE | 19 |
| 18 | LEAVES OF ABSENCE | 20 |
| 19 | PAYMENT OF WAGES AND ALLOWANCES | 24 |

| | | |
|----|---------------------|----|
| 20 | BENEFIT PLANS | 24 |
| 21 | GENERAL | 25 |
| 22 | PART-TIME EMPLOYEES | 26 |
| 23 | CONTRACTING OUT | 27 |
| 24 | RETROACTIVITY | 27 |
| 25 | TERM OF AGREEMENT | 27 |
| | SCHEDULE "A" | 28 |

THIS AGREEMENT made and entered into this day of , 1996.

BETWEEN:

VILLA COLOMBO HOMES FOR THE AGED INC.

(hereinafter referred to as "the Employer")

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2553**

(hereinafter referred to as "the Union")

ARTICLE 1

PURPOSE

1.01 Whereas it is the desire of both parties to this Agreement:

- (a) to provide and maintain an orderly relationship between them and to settle conditions of employment of the Employer's employees;
- (b) to recognize the mutual value of joint discussions of matters such as working conditions, employment, services, etc.;
- (c) to work together to secure the best possible care and health protection for the residents of the Home;
- (d) to promote the morale and the well-being of the employees in the bargaining unit;
- (e) to work together to secure the efficient and safe operation of the Home.

ARTICLE 2

OPE & UNITIC

2.01 **This** Agreement shall apply to all employees in the bargaining unit, save and except professional medical staff, registered and graduate nurses, undergraduate nurses, **office** and clerical staff, supervisors and persons above the rank of supervisor, recreation and activation supervisor and volunteer co-ordinator.

This Article shall be read, subject to the Ontario Labour Relations Board's Certificates and its decision dated November 30, 1981.

2.02 The Employer recognizes the Union **as** the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

2.03 Persons whose jobs are not in the bargaining unit **shall** not perform work normally performed by employees in the bargaining unit except:

- (a) in cases of emergency;
- (b) when instructing other employees;
- (c) when performing development or experimental work;
- (d) when regular employees are not available.

2.04 No employee shall be required or permitted to make a written or verbal agreement **with** the Employer or her representatives which may conflict **with** the terms of this Collective Agreement.

ARTICLE 3

UNIT RIGHTS

3.01 The Union agrees that it is the exclusive function of the Employer:

- (a) to maintain order, discipline and efficiency, to establish and to revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union);
- (b) to hire, direct, transfer, classify?promote and to discharge or discipline for just cause of its employees;

5

- (c) determine the location of the operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of shifts, job content decide on the number of employees needed by the Employer at any time.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the purpose and terms of this Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Agreement.

ARTICLE 4

UNION SECURITY

4.01 The parties hereto mutually agree that any employee of the Employer covered by this Agreement, who is currently a member of the Union, must, **as** a condition of employment, remain a member in accordance with the Constitution and By-laws of the Union. Any employee who is not currently a member need not become one, however, any new employee must become a member in accordance with the Constitution and By-laws of the Union, **as** a condition of employment.

4.02 The Employer shall deduct from the pay of all employees who are covered by this Agreement, on the first pay day of each calendar month, Union dues in the amount certified by the Union to the Employer to be currently in effect according to the Union Constitution and By-laws and shall remit same prior to the end of the month to the National Secretary-Treasurer of the Union. The dues shall be accompanied by a list of employees from whose wages deductions have been made and indicate their classification and whether they are full-time or part-time.

4.03 At the same time that Income **Tax** (T-4) slips are made available, the Employer shall supply the Union, without charge, receipts in the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5

E

5.01 Six (6) stewards shall be selected **from** the bargaining unit. The Union shall **notify** the Employer, in writing, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.

- 5.02 The steward shall not leave her work to investigate or process any grievances or to negotiate with the Employer without prior consent of the Employer and such consent shall not be unreasonably withheld.
- 5.03 On commencing employment, the employee's immediate supervisor shall introduce the new employee to her Union steward or representative, who **will** provide her with a copy of the Collective Agreement.
- 5.04 Correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union, with a copy to the assigned CUPE National Representative.
- 5.05 No employee or group of employees shall undertake to represent the **Union** at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer **will**, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 5.06 A Union Bargaining Committee shall be appointed and consist of not more than four **(4)** members of the Union. The Union will advise the Employer of the Union nominees on the Committee. The employees who are on the Union Negotiating Committee shall receive the regular straight time hourly rate for all regular hours they would have been scheduled to work but were unable to because of direct negotiations, up to but not including conciliation sessions, with the Employer.
- 5.07 The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall request permission of the Administrator to meet with employees on the Employer's premises and such permission shall not be unreasonably withheld.
- 5.08 The steward shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement without loss of pay, however, in no event shall a steward or any employee be paid for time spent in investigation or processing grievances in non-working hours.
- 5.09 The Employer shall share equally with the Union the **cost** of printing sufficient copies of the Collective Agreement in booklet format in both the English and Italian languages. The Employer shall provide all new employees with a copy of the Collective Agreement. In any question of interpretation the English version alone shall be used by the parties or an arbitrator.
- 5.10 There shall be a labour management committee made up of three (3) representatives from the employees and three (3) from the management. The committee will meet on a

bi-monthly basis, or more often if considered necessary, to discuss matters of mutual interest pertaining to the Employer, however grievances shall not be discussed.

- 5.11 The Employer will continue the pay of Union officers who are on Union leave and the Union shall reimburse the Employer on a monthly basis.

ARTICLE 6

NO STRIKES OR LOCK-OUTS

- 6.01 The Union agrees there will be no strikes and the Employer agrees there will be no lock-outs during the term of ~~this~~ Agreement. The term "strike" and "lock-out" shall bear the meaning given them in the Ontario *Labour Relations Act*.

ARTICLE 7

NON-DISCRIMINATION

- 7.01 There shall be no discrimination by the Employer, the Union or any employee by reason of race, creed, colour, national origin, sex or marital status, or sexual orientation, nor by reason of any employee's membership or non-membership in the Union or because of her activity in the Union.

7.02 Sexual, Racial or Gender Harassment

- (i) The Union and the Employer recognize the right of employees to work in an environment free from sexual, gender and racial harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial, sexual and gender harassment are serious issues, the Employer agrees no employee in the bargaining unit shall be penalized in her status as a result of suffering work-related sexual, gender or racial harassment.
- (ii) Sexual harassment shall be defined as:
 - (a) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
 - (b) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
 - (c) clearly expressed or implied threat of reprisal, actual reprisal or the denial of an opportunity which would otherwise be granted or

available, for refusal to comply **with** a sexually oriented request or advance; and/or

- (d) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work.
- (iii) Gender harassment shall be defined **as** repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle **an** individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation or gender.
- (iv) Racial/ethnic harassment shall be defined **as**:
- (a) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
 - (b) offensive physical gestures or abuse; and/or
 - (c) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
 - (d) continued differential treatment in the assignment of duties or responsibilities; and/or
 - (e) **any** other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to **an** individual and/or group(s) on the basis of race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to **know** that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.
- (v) Where **an** employee believes he/she has been the victim of sexual, gender or racial harassment she may, lay a complaint which may continue under the Grievance Procedure or request through the Union or the Employer, to discontinue contact with the alleged harasser. Management (shall) may grant such request where after investigating the allegation it considers that such allegation has merit. In addition she may also wish to pursue the following course of action:
- (a) request through the Union that such harassment be discontinued. Where the Union receives such a request, it will notify the appropriate administrator or designate with a letter which shall read:

“Pursuant to Article 7 the Union requests your presence at a meeting to discuss **an** alleged violation of Article 7.02. The administrator or designate shall convene a meeting with the Union within five **(5)** working days of receipt of such letter. The purpose of the meeting **will** be to discuss the evidence adduced and to determine whether it is appropriate for the Employer to request the alleged **harasser** to **discontinue** the demeaning comments, gestures, exclusions, differential treatment and/or other actions. The administrator or designate shall notify the Union within five **(5)** working days of the meeting **as** to what, if any, action has been taken.”

ARTICLE 8

GRIEVA EDU E

8.01 A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union as to the interpretation, application, administration or alleged violation of this Agreement or a claim by **an** employee of unjust discipline or discharge.

8.02 **An** earnest effort **shall** be made to settle grievances fairly and promptly in the following manner:

STEP 1

An employee who has a complaint relating to Article 8.01 may, with the assistance of her steward, discuss her complaint with her immediate supervisor. Such complaint shall be brought to the attention of the immediate supervisor within five **(5)** working days of the incident giving rise to the complaint. The immediate supervisor shall state her decision within five **(5)** working days of receiving the complaint.

STEP 2

Should the employee be dissatisfied with the immediate supervisor's disposition of the complaint, the Union may refer such matter, within five **(5)** working days of the time for reply of the immediate supervisor in writing, to the department head, who shall meet with the Union and answer the grievance, in writing, within five **(5)** working days of receipt of the written grievance.

STEP 3

If no settlement is reached at Step 2, the Union and representatives of the Employer shall meet within five (5) working days of receipt of the department head's written reply, to discuss the grievance. The Employer shall answer the grievance, in writing, within five (5) working days of the meeting.

STEP 4

Failing a satisfactory settlement being reached at Step 3, the matter may, within ten (10) working days from the time for reply at Step 3, be referred to arbitration.

- 8.03 No complaint or grievance shall be arbitrated which has not been commenced or processed in accordance with the Grievance Procedure. Time limits may be extended by mutual agreement.
- 8.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, the Union or Management has a policy grievance, Steps 1 and 2 of this Article may be by-passed.
- 8.05 Grievances concerning layoffs due to a reduction of the working force shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 9

DISCHARGE AND SUSPENSION CASES

- 9.01 Any employee may be dismissed, but only for just cause.
- When an employee is discharged or suspended he/she shall be given the reason in the presence of her steward during his/her scheduled time. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge.
- 9.02 **An** employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 8 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 9.03 An employee shall be notified, in writing, of any expression of dissatisfaction concerning her work **that** the Employer intends to place in her personnel record. This notice shall include particulars of the work performance which lead to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of her record for use against her at any time.

- 9.04 Each employee shall have access to her personnel file for purposes of reviewing any performance evaluation or disciplinary notations. **An** employee has the right to request copies of any evaluation.
- 9.05 No disciplinary note shall be maintained in the employee's file for more than twenty-one (21) months provided that no similar incident has taken place within **this** period.

ARTICLE 10

ARBITRATION

- 10.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by mail, addressed to the other party of this Agreement indicating the names of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators **shall** then attempt to select **an impartial** Chairman.
- 10.02 If the recipient of the notice fails to appoint an arbitrator or **if the two (2) appointees** fail to agree upon a Chairman within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 10.03 No person may be appointed **as an** arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 The Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 10.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.
- 10.06 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.
- 10.07 Each party shall pay:
- (a) the fees and expenses of the arbitrator it appoints;
 - (b) one-half (1/2) of the fees and expenses of the Chairman.

ARTICLE 11

SENIORITY

- 11.01 Seniority is defined as the length of service in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.
- 11.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. **An** up-to-date seniority list shall be sent to the Union and posted on **all** bulletin boards in January of each year.
- 11.03 Newly hired employee(s) shall be on a probationary basis for a period of sixty (60) days worked or four hundred and fifty (**450**) hours worked, whichever comes first, from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement. During such period, she may be dismissed if she is unable to **perform** adequately the work for which she is employed or is otherwise unsuitable.
- 11.04 **An** employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. **An** employee shall lose her seniority and be deemed terminated in the event:
- (a) she is discharged for just cause and is not reinstated;
 - (b) she resigns;
 - (c) she is absent from work in excess of two (2) working days without notifying the Employer, unless such notice was not reasonably possible;
 - (d) she failed to return to work within three (3) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other **just** cause. It **shall** be the responsibility of the employee to keep the Employer informed of her current address and telephone number;
 - (e) she is laid **off** for a period longer than twenty-four (24) months;
 - (f) she is absent due to accident or illness for a period longer than thirty (30) months.
- 11.05 No employee shall be transferred to a position outside the bargaining **unit** without her consent. If an employee is transferred to a position outside of the bargaining unit, she shall retain her seniority acquired at the date of leaving the unit for a period of one (1) year, but will not accumulate any further seniority. If such an employee later returns to

the bargaining unit, she shall be placed in a job consistent with her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

11.06 Subject to Article 20.04, where an employee is absent due to illness or accident for a period of longer than eighteen (18) months, the only right that **will** flow to her under the terms of the Collective Agreement **will** be the accumulation of seniority, including any right to return to work that flows from the Collective Agreement.

11.07 **Job Postings**

When a vacancy occurs, or a new position is created, in the bargaining unit, the Employer shall notify the Union, in Writing, and post notice of the position on the Union bulletin board for a minimum of one (1) week so that all members will know about the vacancy or new position.

The notice of posting shall contain the following information:

- (1) duties of position
- (2) the nursing qualifications required
- (3) **salary**
- (4) identify the floor, **shift** and days where applicable

The job requirements **as** determined by management, must be relevant to the position.

11.08 In the case of promotion, demotion or transfer, the Employer **will** consider:

- (a) skill, ability and qualifications;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern. The Union and the successful applicant shall be notified within one (1) week following the end of the posting period.

11.09 The Employer will establish the quota of **RNAS** it requires. Any person who obtained RNA qualifications after October 31, 1992 but who is performing the work of an HCA, **will** receive the rate of an HCA.

11.10 **Definition of Layoff**

“Layoff” shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

Layoff Notice

In the event of a proposed layoff of a permanent or long term nature of thirteen (13) weeks or more or the elimination of a position within the bargaining unit, the Employer Will:

- (i) provide the Union with no less than three (3) months' written notice of the proposed layoff or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than three (3) months' written notice of layoff, or pay in lieu thereof

NOTE: Where a proposed layoff results in the subsequent displacement of a member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff

11.11 Layoff and Recall Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority.

An employee in receipt of notice of layoff may:

- (a) accept the layoff, or
- (b) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff is qualified to meet the normal requirements of the job. **An** employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

NOTE: For the purpose of the operation clause of (b), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within one (1%) percent of the laid off employee's straight time hourly wage rate.

11.12

Recall

- (a) **An** employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she is qualified and able 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 complete.
- (b) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (c) **An** employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (d) 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.
- (e) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Employer.
- (f) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working 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.

11.13

Staff Planning Meetings

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving the employees any notice of layoff, including reduction in hours, meet with the Union to discuss the situation and any possible means of minimizing staff impact. The Committee will further discuss alternatives to reducing full-time positions. Prior to such formal meeting or meetings taking place, the Employer shall provide the Union with pertinent financial and staffing information upon which the Employer's concern is based, together with an explanation of that information as is reasonably required.

ARTICLE 12

BULLETIN BOARDS

- 12.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's business. Such notices must be approved by the Employer prior to their being posted, such approval shall not be unreasonably withheld.

ARTICLE 13

HOURS OF WORK

- 13.01 The normal daily hours of work shall be seven and one-half (7 1/2) hours per day, exclusive of a thirty (30) minute uninterrupted unpaid meal period.
- 13.02 The **normal** days per week shall average seventy-five (**75**) hours over a two (2) week period, exclusive of the thirty (30) minute uninterrupted unpaid meal period.
- 13.03 **Work Schedule**
- (1) The Employer shall provide that days off be planned in such a way **as** to provide every second weekend off.
 - (2) The Employer will endeavour to keep employees in their present **shifts**.
 - (3) The Employer shall provide that the hours and days off work of each employee shall be posted in an appropriate place at least two (**2**) weeks in advance. Once posted, the **shift** schedule shall not be changed without the consent of the employee and the Employer.
 - (4) Employees are not required to work split shifts.
 - (5) ~~Shift~~ vacancies shall be posted.
 - (6) The Employer shall provide twenty-four (24) hours' notice of cancellation of a **shift**.
 - (7) No employee shall leave the premises during regular working hours without notifying her supervisor.
 - (8) Replacement of staff shall be done according to seniority on a unit basis where such employees are available on a regular, straight time basis. However, the

Employer reserves the right, before incurring overtime, to assign **shifts** to employees on other units who normally perform such work.

- (9) Employees who are unable to attend for a scheduled **shift** shall advise the Employer at least two (2) hours prior to the commencement of the day **shift**, and four (4) hours prior to the commencement of the evening or night **shifts** and shall advise of the expected length of their absence.
- (10) A request by an employee for a change of scheduled working hours must be submitted in writing and be co-signed by the employee Willing to make the exchange. Part-time **staff** will not be excluded from this exchange process. Such approval shall not be unreasonably withheld however, the Employer is not obliged to allow more than eight shift exchanges per calendar year.

13.04 Paid Rest or Relief Periods

All employees shall be permitted a **fifteen (15)** minute rest period during the **first half** and in the second half of a shift in an area made available to them.

- 13.05** Any employee reporting for work on her scheduled shift and for whom no work is available, shall be offered other work at her regular rate of pay, within her classification for a minimum of four (4) hours.

ARTICLE 14

OVERTIME

- 14.01** For all employees, **all** time worked in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) over a two (2) week pay period or **after** the seventh consecutive and subsequent consecutive working day shall be considered overtime, unless the request to work such hours comes from the employee. Where overtime is worked, compensatory time off on a time and one-half basis may be taken by mutual agreement of the employee and her supervisor.

14.02 Compensation for Work after Daily Scheduled Hours

Overtime shall be paid for at the rate of time and one-half(1 1/2).

14.03 Payment for or Supply of Meals

Employees required to work more than three (3) hours' overtime shall be provided with a meal, or a meal allowance of two (\$2.00) dollars at the Employer's option.

14.04 *An* employee who is absent on paid time during her scheduled work week because of sickness, bereavement, holidays or vacation, shall for the purpose of computing overtime pay, be considered **as** if she had worked during her regular hours during such absence.

14.05 **Sharing of Overtime**

Overtime and call back time shall be divided **as** equitably **as** possible amongst employees who normally perform the work in question.

14.06 *An* employee who has been called in to work outside her normal working hours shall be paid for a minimum of three (3) hours at the applicable overtime rates.

14.07 The Employer shall determine when overtime shall be worked and will make every reasonable effort to obtain volunteers from among the employees in the bargaining unit in accordance with the provisions of Article **14.05**. Where sufficient volunteers cannot be obtained, the Employer may require employees to work overtime.

14.08 **Rest Between Change of Shifts**

Failure to provide at least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period. This provision shall not apply when failure to provide sixteen (16) hours results from shift changes initiated by the employee.

14.09 Overtime payments shall not be pyramided or duplicated for the same hours under any of the provisions of this Agreement.

ARTICLE 15

PAID HOLIDAYS

15.01 (a) The Employer recognizes the following **as** paid holidays for full-time employees only. In order to qualify for these holidays, the full-time employee must work the last scheduled day before and the next scheduled day after the holiday. Part-time employees shall receive or be entitled to holidays pursuant to the *Employment Standards Act*, however, part-time employees are not eligible for float days:

| | |
|------------------|------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Queen's Birthday | Christmas Day |
| Dominion Day | Boxing Day |
| Civic Holiday | Two (2) Float Days |
| | 2nd Monday in February |

15.02 Pay for Work on Scheduled Holidays

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who are required to work shall be paid at the rate of double time and one-half (2 1/2).

15.03 Compensation for Holidays Falling on Scheduled Day Off

When any of the above holidays falls on an employee's day off, the employee shall receive an additional day's pay.

15.04 Christmas or New Year's Day Off

Employees shall have at least Christmas or New Year's Day off.

ARTICLE 16

VACATIONS

16.01 (a) Employees shall receive **annual** vacation with pay in accordance with credited seniority prior to July 1st of each year as follows:

| Years of Service | | Length of Vacation |
|-------------------------|---|--|
| 1 year or more | - | 10 working days at 4% of regular earnings |
| 2 years or more | - | 15 working days at 6% of regular earnings |
| 5 years or more | - | 20 working days at 8% of regular earnings |
| 15 years or more | - | 25 working days at 10% of regular earnings |
| 25 years or more | - | 30 working days at 12% of regular earnings |

(b) **An** employee will be allowed to **carry** one (1) week of vacation entitlement from one year to the next to be taken at a mutually agreed upon time.

**16.02 Compensation for Holidays
Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, she shall be allowed an additional day's paid vacation.

16.03 Vacation Pay

Vacation pay for each day of vacation shall be at the current daily rate.

16.04 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation, shall be entitled to a proportionate payment of **salary** or wages in lieu of such vacation.

16.05 Preference in Vacations

Preference in vacations shall be by seniority provided proper **staffing** may be maintained by the Employer.

16.06 Vacation Schedules

Employees shall indicate their vacation preferences by March 15th and the Employer shall post the vacation schedule by April 15th of each year. The vacation schedule once posted shall not be changed without the consent of the employee and the Employer.

16.07 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in **an** unbroken period of up to **two** (2) weeks unless otherwise mutually agreed upon between the employee and the Employer.

16.08 Employees receiving vacation with pay and employees receiving vacation pay shall receive such pay on separate cheques. The Employer **will** issue these cheques to full-time employees prior to vacation period providing employee requests at least two (2) weeks in advance.

16.09 Illness on Vacation

Where **an** employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The employee must notify the Employer at

the time the illness commences and prior to the scheduled vacation in order to claim sick leave under this Article.

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.

The portion of the employee's vacation which **is** deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 17

SICK LEAVE

17.01 **Sick Leave Defined**

Sick leave means the period of time a full-time employee is absent from work **with full** pay up to the maximum of her accrued credits by virtue of being unable to work because of sickness or accident, for which compensation is not payable under the *Workers' Compensation Act*.

17.02 **Amount of Paid Sick Leave**

Sick leave shall be granted to all full-time employees on the basis of one and one-half (1 1/2) days per month. Unused sick leave credits to a maximum of one hundred and twenty (120) days shall accrue for future benefits.

17.03 **Proof ~~of~~ Illness**

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that she **is** unable to carry out her duties due to illness. In the case of excessive absenteeism, the Employer reserves **the** right to demand medical certificates, in which case the Employer will assume the reasonable costs, if any, of such medical certificates.

17.04 **Sick Leave During Leave of Absence**

When an employee is absent without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such absence or layoff, she shall not receive sick leave credits for the period of such absence, or layoff, but shall retain her cumulative credit, if any, existing at the time of such absence or layoff.

17.05 **Sick Leave Records**

Immediately **after** the close of each calendar year, each employee shall review the sick leave records of the Employer and **verify** that the accumulated sick leave is correct. Any employee **is** to be advised, within a reasonable time, on application of the amount of sick leave accrued to her credit.

17.06 **Payment of Unused Sick Leave on Termination of Employment**

An employee, upon resignation and discharge, except for cause, once she **has** completed five (5) years of full-time continuous service, shall be paid fifty (50%) percent of her unused sick leave credits at her then current salary rate.

17.07 **Workers' Compensation Supplement**

The Employer ~~shall~~ **continue** to pay the Employer's share of the benefit premiums while an employee **is** on Workers' Compensation, for a maximum of two (2) years.

ARTICLE 18

LEAVES OF ABSENCE

18.01 **Leave of Absence**

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon Written request, the Employer will grant leave of absence without pay or benefits, but without loss of seniority, so that employees may be candidates in Federal, Provincial or Municipal elections. Employees shall endeavour to make their written request at least four (4) weeks in advance of the required leave. **An** employee who is elected or selected **for** a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay or benefits, but without loss of seniority for a period of one (1) year.

18.02 **Paid Bereavement Leave**

- (a) **An** employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent and grandchild. When the death of **an** employee's mother-in-law, father-in-law, sister-in-law, brother-in-law occurs outside the country and the employee is unable to attend the funeral, she shall be granted one (1) work day's leave of absence without loss of

pay, for bereavement.

- (b) Part-time employees shall be granted up to three (3) scheduled work days without loss of salary or wages provided the scheduled work days occur within one (1) week of the death of a relative in accordance with Article 18.02(a).

18.03

Pregnancy & Parental Leave

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

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

The employee **shall** give the Employer four **(4) weeks'** notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and **furnish** the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery **will** occur.

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

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 18.03(a)(i) Parental Leave.

- (b) **An** employee who does not apply for leave of absence under Article 18.03(a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 18.03(a)(i) 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.

- (c) **During** the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the *Employment Standards Act* if the employee elects, in writing, to continue her share of the premiums and pays her portion.
- (d) **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under **this** Article shall **so** advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry **of** the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if her shift was designated.

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

- (e) 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 system or practice shall reinstate the employee in accordance with the provisions of Article 18.03(d).
- (f) Such absence is not an illness under the interpretation of this Agreement and sick leave benefits cannot be used.
- (g) 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.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of **this** Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.
- (i) **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 birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (b) A "parent" includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a

relationship with the parent of the child and who intends to treat the child as his/her own.

- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within **fifty-three (53)** weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) **An** employee not on pregnancy leave requesting parental leave shall give the employer four (4) weeks' written notice of the date the leave is to begin.
- (e) **For the purposes of parental leave the provisions under Article 18.03(a), (c), (d), (e), (f), (g) and (h) shall also apply.**

18.04 **General Leave of Absence**

The Employer may grant a leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

18.05 **Union Leave for Conventions, Seminars, Etc.**

Upon two (2) weeks' written notice, the Employer shall allow a maximum of three (3) employees at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars, provided proper **staffing** may be maintained by the Employer.

18.06 **Paid Jury Leave**

The Employer shall grant leave of absence without loss of seniority to any full-time employee who serves as a juror or crown witness. The Employer shall pay such an employee the difference between her normal pay and her juror or witness fee.

ARTICLE 19

**PAYMENT OF
WAGES AND ALLOWANCES**

- 19.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- 19.02 When **an** employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced. When she is temporarily assigned to a higher rated job, she shall be paid the higher rate of pay for all hours so worked, provided such assignment is for more than one (1) shift.
- 19.03 A **shift** premium of thirty (30¢) cents per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.
- 19.04 Vacation pay will be paid on a separate cheque.

ARTICLE 20

BENEFIT PLANS

- 20.01 The Employer agrees to pay the Single/Family premium of the following plans for employees who have completed their probationary period:
- (a) one hundred (100%) percent of the billed premium for Standard Extended Health Care Plan (including semi-private coverage), \$10.00 single and \$20.00 family deductible. In addition, an eye care rider of one hundred and fifty (\$150.00) dollars every two (2) years is included.
 - (b) fifty (50%) percent of the billed premium for Blue Cross Dental Plan #9 or equivalent plan, at current ODA rates.
 - (c) one hundred (100%) percent of the billed premium Group Life Insurance to a value of two times the employee's annual salary and in addition, such plan **shall** include Accidental Death and Dismemberment (A.D. & D.) (non-occupational coverage).
- 20.02 **Pension Plan**
- The Employer shall continue with its existing Pension Plan as it applies to full-time employees. Part-time employees will be permitted to participate in the pension plan however the percentage in lieu of benefits provided for in Article 22.03 will be reduced by three (3%) percent for those employees who elect to participate in the pension plan.

20.03 Welfare Benefits

The Employer will **notify** the Union of any change of carrier of the Group Welfare Plans. The Employer will ensure that any new carrier will provide equal or superior benefits to the existing carrier.

The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments, and trust documents.

20.04 The Employer's contribution to benefit coverage will cease at the end of the month in which an employee is laid off or takes an unpaid leave of absence in excess of one **(1)** month (other than pregnancy or parental leave) and will cease after twenty-four **(24)** months of absence due to illness or injury.

Employees on layoff or unpaid leave of absence may extend their benefit coverage, provided they reimburse the Employer for the **full** cost of the benefit **in** advance of each month's coverage.

ARTICLE 21

GENERAL

21.01 **An** employee who is injured during the course of employment and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the **shift** at her regular rate of pay without deduction **from** sick leave unless a doctor or nurse states that the employee is fit for further work on that shift.

21.02 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

21.03 The Employer shall provide each employee a minimum of two **(2)** uniforms every twelve **(12)** months for all departments except Nursing and Activity, where employees shall receive seventy-five (\$75.00) dollars.

21.04 Whenever the singular or masculine is used in this Agreement it shall be considered **as** if the plural or feminine has been used where the context of the party or parties hereto so require.

21.05 When **an** employee is on duty and authorized to attend any in-service programme within the Home during her regularly scheduled working hours, she shall suffer no loss of regular pay. When **an** employee is required by the Employer to attend courses or meetings outside of her regularly scheduled working hours she shall be paid for all time

spent in attendance on such courses or meetings at her regular straight time rate of pay.
* Time in lieu may be taken if requested by the employee and agreed to by the Employer.

21.06 **Definition of Violence**

Violence shall be defined **as** any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

The Employer agrees to develop explicit policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations. The policies and procedures shall be part of the Employer's Health and Safety Policy and written copies shall be provided to each employee.

ARTICLE 22

P. PART-TIME EMPLOYEE

- 22.01 Part-time employees are defined **as** employees normally working twenty-four (24) hours or less per week.
- 22.02 Seniority for part-time employees shall be **based** on actual hours worked, i.e. 1725 hours equal one (1) year of seniority. This shall apply only to hours worked after November 20, 1990.
- 22.03 Part-time employees shall not be covered by Articles 17 and 20. **In** lieu of this, part-time employees shall receive eleven (11%) percent per hour above their normal hourly rate for all hours worked.
- 22.04 A part-time employee who has bid **successfully** on a temporary full-time position must complete that assignment before bidding on any other temporary full-time vacancies. Such employee, however, may bid on a permanent full-time position which is posted during the temporary assignment.
- 22.05 The Employer shall not be required to post temporary vacancies which are not expected to exceed thirty (30) days.
- 22.06 For temporary vacancies which are expected to exceed thirty (30) days, the Employer shall post the position temporarily and the selection shall be made in accordance with Article 11.08. The Employer will not be required to post any subsequent vacancies created by filling the original vacancy but shall fill it in accordance with seniority in the particular unit.

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ARTICLE 23

CONTRACTING OUT

23.01 No employee in the bargaining unit shall be laid off, transferred or suffer a reduction in pay or hours of work or lose her position because of contracting out.

ARTICLE 24

RETROACTIVITY

24.01 The Employer shall pay all retroactivity owing to employees within sixty (60) days of signing the Agreement, or within thirty (30) days from the date of the Arbitration Award.

24.02 The Employer shall issue a separate cheque for retroactivity to each employee with an itemized statement of her wages, overtime and deductions.

ARTICLE 25

TERM OF AGREE

25.01 This Agreement shall be binding and remain in effect until March 31, 1997 and shall continue from year to year thereafter unless either party gives to the other party, notice in writing that it desires its termination or amendment. Such notice of desire shall be sent between the period of ninety (90) days prior to the termination date and said termination date.

SIGNED at Toronto this 12th day of March, 1996.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]

Angela Cutulle
Jennet Wagnard

Kathleen Goodbeam

Emilia Colucci
Frank Perri
Carmen [Signature]

SCHEDULE "A"

| Classification | | Effective April 1, 1996 |
|---|---------|------------------------------------|
| R.N.A. Basic | Start | \$16.61 |
| | 1 Year | \$16.82 |
| | 2 Years | \$17.09 |
| | 3 Years | \$17.31 |
| Nurse's Aid/Activity Aide | Start | \$14.09 |
| | 1 Year | \$14.26 |
| | 2 Years | \$14.46 |
| | 3 Years | \$14.65 |
| Receiver | Start | \$13.39 |
| | 1 Year | \$13.54 |
| | 2 Years | \$13.69 |
| | 3 Years | \$13.84 |
| Laundry/Housekeeping/Dietary Aides | Start | \$13.39 |
| | 1 Year | \$13.54 |
| | 2 Years | \$13.69 |
| | 3 Years | \$13.84 |
| Cook I | Start | \$16.61 |
| | 1 Year | \$16.82 |
| | 2 Years | \$17.09 |
| | 3 Years | \$17.31 |
| Cook II | Start | \$15.91 |
| | 1 Year | \$16.14 |
| | 2 Years | \$16.30 |
| | 3 Years | \$16.50 |
| Maintenance | Start | \$16.61 |
| | 1 Year | \$16.82 |
| | 2 Years | \$17.09 |
| | 3 Years | \$17.31 |

Health Care Aides and Adjutants will be classified separately and receive fifteen (15¢) cents per hour above their current rates. The R.N.A. classification shall be divided into two categories - R.N.A. - Basic, which shall receive the current rate and R.N.A. with approved certification in medication, which shall receive an additional fifty (50¢) cents per hour above the existing rate.

31