

COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF
THE COUNTY OF BRUCE**

Gateway Haven Home For the Aged

- and -

Brucelea Haven Home For the Aged

- And -

CAW LOCAL 2458 of the
**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION & GENERAL WORKERS
UNION OF CANADA**
(C.A.W. - Canada)

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COLLECTIVE AGREEMENT

Between:

**THE CORPORATION OF THE COUNTY OF BRUCE,
Gateway Haven Home For the Aged
- and -
Brucelea Haven Home For the Aged**
(hereinafter called the "Employer")

- And -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
LOCAL 2458**
(hereinafter called the "Union")

Article 1 - Purpose

1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages, and working conditions for the employees covered by this Agreement, to promote the successful operation of the Employer in the maintenance of high standards of employment as well as the maintenance of responsibility on the part of the Union and Management alike. The conditions of this Agreement shall not be construed to deprive any employee of the right he has by law to discuss with the Employer any personal matter provided that this shall not conflict with the grievance procedure or any term of this Agreement.

It is recognized that the employees wish to work together with the Employer to secure the highest quality of life and health protection for the residents.

Article 2 - Recognition

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Corporation of the County of Bruce employed at Gateway Haven and Brucelea Haven, Homes for the Aged save and except supervisors,

persons above the rank of supervisor, registered nurses, office staff, temporary employees, students, and persons employed under government sponsored programs. The Employer undertakes that it will not enter into any other agreement with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

- 2.02 A full-time employee is one who works more than twenty-four (24) hours per week on a regularly scheduled basis.
- 2.03 (a) A part-time employee is one who is scheduled to work twenty-four (24) hours or less per week.
- (b) The term vacancy as used in this Agreement shall be defined as any job opening created by the incumbent permanently leaving a position which the employer wishes to fill or any new job created.
- (c) A “temporary vacancy” shall be defined as any temporary job opening caused by an incumbent of a position to be off work by reason of an approved leave of absence, vacation, sick leave, LTD, WSIB or temporarily filling another position.
- 2.04 A student is a person attending a scholastic institution on a full-time basis.
- 2.05 (a) No work covered by this Agreement shall be contracted out or be done by anyone other than the employees of the Employer covered by this Agreement.
- (b) Supervisors and all other persons including those persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of training, emergency, safety, experimental work, or instances mutually agreed upon by the Parties.
- (c) This does not exclude the activities of the Auxiliary to the Home, nor to students receiving practical training for their school courses nor to persons not within the bargaining unit who are employed as student employees as defined in Article 2, subsection 2.04, or temporary employees as defined in subsection 2.06, or persons employed under Government sponsored programs as defined in subsection 2.01.

- 2.06 Subject to paragraph 2.03, a temporary employee is one who is required to temporarily replace a permanent employee who is on an approved leave of absence, vacation sick leave, long term disability, Workers Compensation, or temporarily filling another position.
- 2.07 A permanent employee is a full-time or part-time employee who is not a temporary employee.

Article 3 - Management Rights

- 3.01 (a) The Union acknowledges that subject to the provisions of this Agreement, it is the exclusive function of the Employer to hire, retire, classify, promote, transfer, suspend, discipline or discharge employees, to assign employees to shifts, and/or to increase and decrease the working force, provided that there is always sufficient number of employees on duty to perform the work required to be done.
- (b) To maintain order, discipline and efficiency and to make and alter rules and regulations to be observed by the employees which are not expressly contrary to any other Article of this Collective Agreement.
- (c) Generally to manage the Home without restricting the generality of the foregoing, to select, install and require the operation of any equipment it decides it necessary to use. However, if any jobs within the bargaining unit are affected by the installation of any equipment, then the Management and Union shall meet forthwith to negotiate the resulting effect on such jobs and the employees concerned.
- (d) The normal retirement age of all employees is sixty-five (65).
- 3.02 The Employer may discharge a probationary employee at any time. The discharge of a probationary employee shall not be the subject matter of a grievance or arbitration pursuant to this Agreement.
- 3.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the Employer, therefore retaining all rights not otherwise specifically and expressly covered in this Agreement.

- 3.04 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.
- 3.05 Failure by the Employer to exercise any of its management rights at anytime shall not be considered to be an abandonment of such rights.

Article 4 - Union Security

- 4.01 Present employees who are covered by this Agreement and who are members of the Union and new employees who are covered by this Agreement and who voluntarily become members of the Union, shall remain members of the Union as a condition of employment.
- 4.02 (a) The Employer shall deduct each month from the wages of employees in the bargaining unit as designated in Article 2 - Recognition such monthly dues, initiation fees and other assessments as may be certified in writing by the Union to the Employer.
- (b) The Employer shall send to the Union office in Windsor each month a list of names, addresses and classifications of all new employees.
- 4.03 Dues deducted pursuant to paragraph 4.02 together with a list of names, classifications and addresses of the employees from whom such deductions have been made shall be remitted by the Employer to the Secretary-Treasurer of the Union, Windsor Office, not later than the twenty-fifth (25th) day of the month.
- 4.04 The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from pay and remitted to the Union under the terms of this Article.
- 4.05 The Employer shall indicate on each employee's T-4 slip the amount of dues deducted in the applicable year.
- 4.06 It is agreed that upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment as contained in the Collective Agreement.

Article 5 - No Discrimination

- 5.01 The Parties agree that in accordance with the provisions and definitions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union and the Employer for reasons of age, sex, marital status, race, creed, colour, religious affiliation, national origin or Union activities.
- 5.02 The Parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practised by them or their representatives upon employees because of membership or non-membership in the Union.
- 5.03 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement. It is further understood that no meeting by the Union or its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

Article 6 - Union Interviews

- 6.01 During the term of this Agreement, the Employer agrees to furnish the Union monthly with a written list of all new employees who have completed their probationary period and have become members of the regular staff; this list to include the employee's name and the department in which he or she is working and a copy of said list to be furnished to the Chief Steward. This said list to further contain the date, time and place for interviewing such employees.
- 6.02 The Employer agrees that a representative of the Union will interview each employee after completion of his probationary period for the purpose of ascertaining whether the employee wishes to become a member of the Union, and further agrees to designate the time and place for such interview as provided in paragraph 6.01, on the Employer's premises. Each such employee shall be present for this interview, which shall not exceed twenty (20) minutes in duration for each employee.

Article 7 - Seniority

- 7.01 (a) Seniority for a permanent full-time employee shall be based on the length of continuous employment as a permanent full-time employee within the bargaining unit since the last date of hire.
- (b) Seniority for a permanent part-time employee shall be based on the length of employment as a permanent part-time employee within the bargaining unit since the last date of hire.
- 7.02 A permanent employee shall be considered a probationary employee until he has worked forty-five (45) working days within any continuous period of employment as a permanent employee since the date of last hire, or such extended period as may be mutually agreed upon by Management and the Union. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- 7.03 (a) After completion of the probationary period as defined in paragraph 7.02, a permanent full-time employee shall have his name placed on the full-time seniority list.
- (b) After completion of the probationary period as defined in paragraph 7.02, a permanent part-time employee shall be credited with seniority according to his/her last date of hire.
- 7.04 The Employer shall keep up to date separate seniority lists for full-time and part-time employees. Seniority shall operate separately for full-time and part-time employees.
- 7.05 Seniority for part-time employees transferring to a full-time position or for full-time employees transferring to a part-time position shall be slotted on the date of transfer, in accordance with their seniority.
- 7.06 (a) The parties agree that in the event a temporary is hired for a full-time permanent position in the bargaining unit, all hours worked as a temporary employee within the department of hire shall, up to a maximum of thirty-five (35) days worked, count towards the forty-five (45) days worked

probationary period.

- (b) The parties agree that in the event a student employee is hired for a permanent position in the bargaining unit, any time spent while working as a student employee shall not be counted towards the forty-five (45) days worked probationary period.
- (c) A temporary employee hired for a permanent position within the bargaining unit shall be considered a new employee with a service date effective the date of hire to the permanent position and shall not receive credit for any time worked as a temporary employee in the calculation of the employee's seniority under this Agreement.
- (d) In the event a student is hired to a regular part-time position in the bargaining unit on completion of the probationary period, the part-time regular employee's seniority shall be credited with 100% of all hours worked since his last date of hire as a student to a maximum of 300 hours, provided there is no break in service.

7.07 Each employee coming within the scope of this Agreement shall be classified as a member of one of the following departments:

Dietary, Nursing, Laundry, Housekeeping, Maintenance, Activation

- 7.08 (a) Institutional wide seniority lists for permanent full-time and permanent part-time employees shall be posted by the Employer every January.
 - (b) The seniority list shall be posted where they will be accessible to the members of the Union. Copies of said seniority lists shall be mailed to the local Union office on such date or soon thereafter. The Chairperson shall **receive** a copy of such lists. The lists shall include the seniority standing and job classifications.
 - (c) Complaints regarding the accuracy of the initial seniority list shall be made within sixty (60) days of posting and if no complaint is received within that time, the list will be deemed to be accurate.
- 7.09 (a) In the event of a layoff, the most junior employee on the appropriate seniority list within the classification within the department shall be laid off

first. An employee laid off shall be given the opportunity to displace the most junior employee on his seniority list provided the employee;

- (i) can perform the work required after a ten (10) working day orientation period; and
- (ii) has more institutional seniority than the employee he displaced.

In the event the laid off employee cannot perform the work required after the ten (10) working day orientation period, the employee can displace in order the next most junior employee on the employee's seniority list provided he meets the two conditions noted above.

- (b) It is understood that for the purpose of this sub-article 7.10, probationary and temporary employees shall be deemed to have zero seniority.
- (c) In the event the Employer required additional employees, the Employer shall recall the most senior permanent full-time employee on layoff provided the employee can perform the work required with an orientation period of ten (10) working days.

In the event there are no qualified permanent full-time employees or all permanent full-time employees have been offered a recall opportunity, and the Employer requires additional employees, the Employer shall recall the most senior permanent part-time employee on layoff, provided the employee can perform the work required with an orientation period of ten (10) working days.

- (d) Notwithstanding the above a permanent full-time employee who is laid off under the provisions of this article may, if he has sufficient seniority, transfer to a part-time position and his name shall be deleted from the full-time seniority list and added to the part-time seniority list. Employees who transfer from the full-time list to the part-time list shall retain their respective recall rights to a full-time position for a period of **two years**.
- (e) The Employer shall provide the Union with as much advance notice of a layoff as possible, and agrees to meet with the Union to discuss said layoff prior to its implementation.
- (f) The Employer shall provide employees notice of a layoff in accordance with the *Employment Standards Act*.

- (g) No new employee shall be hired until all laid off employees have been given the opportunity to return to work.
- 7.10 Seniority shall determine the choice of vacation of full-time employees within a department.
- 7.11 An employee's seniority shall be forfeited and his employment shall be deemed to have terminated if he:
- (a) voluntarily quits the employ of the Employer. An employee shall be deemed to have resigned when he gives notice of his desire to leave the Employer's employment and he completes his final shift;
 - (b) retires or is retired;
 - (c) is discharged for cause and the discharge is not reversed through the grievance procedure subject to paragraph 12.09;
 - (d) is laid off for a period of more than two (2) years;
 - (e)
 - i) fails to report for work within seven (7) days after being notified by registered mail, to the last address registered with the Employer, to return to work following a layoff; and
 - ii) fails to notify the Employer within three (3) days after receipt of such notice of his intention to report for work;
 - (f) is absent for three (3) working days without notifying the Employer unless a reason satisfactory to the Employer is given;
 - (g) fails to return to work upon termination of an authorized leave of absence without justifiable cause, or uses a leave of absence for a purpose other than for which it was granted;
- 7.12 In the event of an employee suffering a major disability, exception may be made to the restrictive provision of this Article in favour of such employee by the Home after consultation with the Union Committee.
- 7.13 **Definition for Seniority:** "Continuous service" shall mean unbroken

employment and shall include:

- Σ Vacations and Holidays
- Σ Scheduled days off
- Σ Approved Leave of Absence without pay
- Σ Absence because of illness or injury for a period of up to two (2) years, or three (3) years in the event of an injury covered by the Workplace Safety and Insurance Board
- Σ Layoffs for a period of up to one (1) year
- Σ Suspensions

Article 8 - Negotiating Committee and Committeepersons

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of three (3) employees to represent Gateway Haven, and three (3) employees to represent Brucelea Haven Home, and Union Representatives, and the Employer will recognize and deal with said Committee with respect to any matter which properly arises for its consideration during negotiations of the Collective Agreement as outline in paragraph 8.04.

Each such employee of the Negotiating Committee shall be an employee of the Home who has completed the probationary period.

8.02 The Employer acknowledges the right of the Union to appoint or otherwise select two (2) Committee persons and one (1) Chairperson of the Gateway Haven Home and **two (2) Committee persons** and one (1) Chairperson of the Brucelea Haven Home, to assist employees in their respective Homes in presenting their grievances to the representatives of the Employer.

8.03 The Union acknowledges that the Committee persons have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without first notifying their immediate Supervisor. Permission from the supervisor shall not be unreasonably withheld and when resuming their regular duties, they will report to their immediate Supervisor so that the length of time they are absent from their regular duties will be under reasonable control. In accordance with this understanding such employees shall not suffer loss of pay for regularly scheduled hours of work while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours.

8.04 It is clearly understood that the Negotiating Committee is a separate entity from the Steward Committee and it will deal only with such matters as are properly the subject of negotiations including proposals for the renewal or modifications of this Agreement at the proper time.

In accordance with this understanding such employees shall not suffer loss of pay for regularly scheduled hours of work while negotiating the Agreement. This does not apply to time spent in such matters outside the regular working hours and at arbitration.

8.05 In order to facilitate the operation of this Agreement, the Employer will supply to the Union, a written list of employees acting in a supervisory capacity over employees within the aforementioned bargaining unit, and will indicate appropriate job titles and departments under their supervision. The Union will supply the Employer with a written list of its representatives and Committee persons. Both parties agree that these lists will be properly revised from time to time whenever changes become necessary.

8.06 The Union Management Committee shall meet at a time mutually agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. The party requesting such a meeting shall supply an agenda of the matters to be discussed and the meeting between the parties will be held as soon as possible following the request for such a meeting.

Article 9 - Leaves of Absence

9.01 Leave of Absence

- (a) The Employer may grant leave of absence without pay to any employee for legitimate reasons. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority shall continue to accumulate during such absence. Requests for leave of absence shall not be unreasonably withheld.
- (b) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, educational classes, or other Union business. In making applications for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a two (2) week period, and will not be requested on more than **four (4) occasions** in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request a

leave of absence for more than **three (3) employees** at one (1) time and each employee shall be from a separate department as defined in paragraph 7.07. The Union shall reimburse the Home for the gross wages paid during the time of absence.

- (c) A full-time permanent employee who is selected to a full-time position within the Union shall be granted, upon written request at least thirty (30) days prior to taking office, a leave of absence without pay and without benefits of up to **three (3) years**. The employee agrees to notify the Employer in writing of his intention to return to work within two (2) weeks of the earlier of the termination of office or **three (3) years**. In the event the employee does not notify the Employer of his intention to return to work, or in fact does not return to work, within the two (2) weeks of the termination of his term of office or **three (3) years**, the employee will cease to be an employee of the Corporation.
- (d) Employees who are on leave of absence will not, without permission of the Employer, engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave of absence, he may be disciplined.

9.02 **Bereavement Leave**

In the event of a death in the immediate family of a permanent full-time or permanent part-time employee who has completed the probationary period, said employee shall be granted bereavement leave of up to a maximum of three (3) consecutive days without loss of pay or benefits for the purpose of attending the funeral. The employee shall only receive pay for regularly scheduled work days.

Immediate family shall mean: parent, husband, wife, or common-law spouse as defined under the *Family Law Act*, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent and grandchild.

In the case of an aunt, uncle, **step-parent or step-child**, the Home agrees to grant one (1) day off with pay (computed at the employee's straight time rate, excluding shift or other premiums) for the purpose of making arrangements for or attending the funeral.

It is further agreed that an employee may use one of the approved bereavement days as a memorial day. The memorial day must be taken within six (6) months

of the date of death.

Additional leave without pay but without loss of seniority may be granted at the discretion of the Employer.

9.03 **Pregnancy/Parental/Adoption Leave**

- (a) Pregnancy/Parental/Adoption Leave shall be granted in accordance with the provisions of the *Employment Standards Act*.
- (b) The Employer may grant additional leave without pay and without benefits for up to one (1) year in total inclusive of the Statutory leave, provided the employee submits a request for extended leave in writing at least four (4) weeks in advance of the expiration of the Statutory leave and provided that the Union agrees that a temporary replacement shall be hired during her absence.
- (c) Seniority shall accrue during any extended leave granted under paragraph 9.03(b).
- (d) The employee returning to work after such leave shall provide the Employer with at least two (2) weeks notice.
- (e) On return from pregnancy/parental or adoption leave, the employee shall be placed in her former position subject to the terms of this Agreement.
- (f) Nothing contained in this clause 9.03 shall prevent the Employer from requiring a pregnant employee to take a leave of absence at an earlier date if it is considered that her condition is a hazard to herself or fellow employees or if she cannot perform the normal requirements of her job.
- (g) An employee who commences a leave as set out above and who is in receipt of Employment Insurance Pregnancy or Parental Benefits, shall be paid a supplementary employment benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment

Insurance Pregnancy or Parental Benefits stub, and shall continue while the employee is in receipt of such benefits for a period of fifteen (15) weeks, plus an additional ten (10) weeks for an employee taking parental leave.

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

9.04 **Jury Duty**

If any employee is required to serve as a juror or is subpoenaed as a witness, the Employer agrees to pay to the employee the difference between the money received for acting as juror or witness (not including transportation, or out-of-pocket expenses) to be evidenced by production of court payment, and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee should have received if he had worked his normal shift. Provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay.

Article 10 - Job Posting

- 10.01 (a) Before temporary employees are hired, part-time employees in order of seniority shall be given first opportunity to fill temporary vacancies within their Department. Should no one be available, then part-time employees shall be given an opportunity by seniority home wide provided they have the qualifications and ability to perform the work and are immediately available for work and there is no overtime cost to the Employer.
- (b) A "temporary vacancy" shall be defined as any job opening of less than fifteen (15) working days duration or longer with the approval of the Union except that vacancies of more than fifteen (15) working days caused by the employees being on vacation, off sick, on Workers' Compensation, or on an approved leave of absence shall be considered temporary also.
- (c) The Employer may fill at its discretion a temporary vacancy known or anticipated to be less than forty-five (45) days or nine (9) weeks.
- (d) The Employer may temporarily fill a vacant position pending the outcome

of the posting procedure, subject to 10.01(a).

10.02 (a) In order to ensure that the employees are given the opportunity of applying for interdepartmental transfers or promotions, the Employer agrees to comply with the following procedures:

(b) The Employer shall post all temporary vacancies known or anticipated to exceed forty-five (45) working days as outlined in 10.02(a).

The Employer shall post the position on the bulletin board where all full-time and part-time employees may see them for a period of seven (7) days. Employees shall have the right to apply for such vacancies or new jobs within the seven (7) day posting period and they shall be filled from applications received on the basis of qualifications and ability. Where these factors are relatively equal among the employees considered, seniority shall govern.

(c) Full-time employees shall be given first opportunity for all posted vacancies. In the event there are no qualified full-time employee applicants, part-time employee applicants shall be considered in accordance with their qualifications and ability. Where these factors are relatively equal among the employees considered, seniority shall govern.

(d) In the event none of the applicants are qualified or there are no applications to fill such vacancies received from employees in the bargaining unit, then the Employer may fill the vacancy in any manner it sees fit.

(e) In the event the successful applicant, within thirty (30) days worked of commencing work in the posted position, proves unsatisfactory or requests a return to his former position, he shall be returned to his former position without loss of seniority or privileges. Any other employee who changed classifications as a result of the posting shall return to his former position without loss of seniority or privileges subject to the terms of this Agreement.

Subject to the above, the thirty (30) day provision applies only if an employee changes job status from part-time to full-time or from full-time to part-time or if an employee accepts a new classification. The thirty (30) day provision does not apply if the employee accepts a

change of shift within his classification.

- (f) In interpreting this clause, it shall be deemed to mean that only the original vacancy or the newly created job and first succeeding vacancy arising from the original vacancy or newly created job shall be posted and further vacancies arising from such transfers shall be filled at the discretion of the Employer with consideration given to seniority, skill, ability and qualification.

If a further vacancy from the original job posting deviates to another classification, that vacancy will be posted for a period of four (4) calendar days. Any further vacancies in that classification arising from such transfers shall be filled at the discretion of the Employer with consideration given to seniority, skill, ability and qualifications.

Any further vacancy which reverts back to the department in which the original vacancy originated, or to a department which has already posted because of the original vacancy, the vacancy will not be re-posted, but will refer back to the department's application.

- (g) Upon request, the Employer agrees to give the unsuccessful applicants the reasons for failing to make the grade required for such jobs and vacancies.

10.03 In the event an employee is promoted or permanently transferred from one classification to another classification where the hourly wage rate is equal to or higher than his previous rate, the employee shall receive the rate in the wage schedule for such new classification such that the employee will not receive a lower hourly rate than he received prior to the change in classification.

In the event the new wage rate is less than the previous wage rate the employee shall be placed at the same increment level on the wage grid (i.e. the corresponding rate vertically in the new classification).

Subject to the above, an employee who is promoted or permanently transferred to a previous job classification in the Home, and provides proof of time worked in that classification, will be credited with time worked in accordance to Schedule A.

10.04 **Copies of all job postings and copies of letters to successful candidates will be immediately forwarded to the Chairperson.**

Article 11 - Grievance Procedure

11.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time, without recourse to the grievance procedure herein.

11.02 A grievance shall be defined as a complaint regarding the interpretation, application or alleged violation of the terms of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged or disciplined without just cause.

11.03 It is understood that an employee has no grievance until he has first given his immediate supervisor or his designate an opportunity to adjust his complaint. If an employee has a complaint, he shall have the right to the assistance of a steward if desired to discuss it with his immediate supervisor or his designate. In order to be considered a grievance, such discussion must take place within five (5) working days from the time the aggrieved employee should reasonably have known of the incident giving rise to the grievance. The immediate supervisor or his designate shall communicate his reply to the complaint within five (5) working days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

STEP 1: The employee shall with the assistance of a steward if he desires, submit a signed, dated written statement of such grievance (on a form supplied by the Union) to the supervisor or designate within five (5) working days after he has received the reply of the supervisor or his designate. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The supervisor or designate shall deliver his decision in writing within five (5) working days following the day on which the grievance was presented to him. Failing settlement, then:

STEP 2: Within five (5) working days following the decision under Step 1, the employee may, with the assistance of the steward if he desires, present the written grievance to the Administrator or his designate. The Administrator

or his designate shall arrange a meeting with the steward and the grievor to discuss the grievance within seven (7) working days following the day on which the grievance was presented to him to discuss the grievance. It is understood that a staff representative of the Union as well as a representative of the Union and representatives from Management may also be present at the meeting, at the request of either party. The Administrator or his designate shall give his decision in writing within ten (10) working days from the date of the meeting.

11.04 It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to him by Management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

11.05 **Group Grievance**

Should two (2) or more employees have similar grievances resulting from the same incident, then it may be grieved as one grievance through the grievance procedure provided such group grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance, to the Administrator or in his absence, his designate, at Step 2.

11.06 **Policy Grievance**

- (a) The Union may file a “Policy Grievance” at Step 2 of the grievance procedure. A “Policy Grievance” may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by a Union Official.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Administrator or

his designate within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days from the date of such meeting.

11.07 **Suspension or Discharge Grievance**

An employee, other than a probationary employee, claiming that he has been discharged or suspended from employment without cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the Grievance Procedure providing such grievance is lodged with the Administrator or his designate within five (5) working days of the receipt by the employee of the notice of the discharge or suspension.

11.08 The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a probationary employee as defined in Article 7 - Seniority, paragraph 7.02.

11.09 **Time Limits**

Any time limits referred to in the Grievance Procedure within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays or Paid Holidays and for the aggrieved employee, his time off.

11.10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been dropped and if commenced considered to have been settled on the basis of the Employer's reply to the grievance. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration. However, failure of the grievor or the Union to process a grievance to the next step in the grievance procedure within the time limit specified shall not be deemed to have prejudiced the Union, or the grievor, or any future similar grievance.

11.11 Any step of the Grievance Procedure may be waived by mutual agreement in

writing between the Employer and the Union.

- 11.12 Decisions arrived between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 11.13 If final settlement of the grievance is not reached at Step 2, or 11.06 then the grievance may be referred in writing by either party to arbitration as provided in Article 12 - Arbitration, at any time within fifteen (15) working days after the final decision is given in Step 2 or 11.06. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been abandoned.

Article 12 - Arbitration

- 12.01 Both parties to this Agreement agree that a properly constituted grievance as defined in Article 11 - Grievance Procedure, paragraph 11.02 and 11.06, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 11 and which has not been settled or abandoned, may be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 12.02 The Board of Arbitration shall be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and the third person to act as Chairman chosen by the other two members of the Board.
- 12.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) working days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall, within ten (10) working days of the appointment of the second appointee, appoint a third person who shall be Chairman.
- 12.04 Should the appointees fail to agree on a Chairman the Ministry of labour of the Province of Ontario shall be asked to nominate a person to act as Chairman in accordance with the provisions of the *Ontario Labour Relations Act*.

- 12.05 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 12.06 The Arbitration Board shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and the giving of a decision according to the very right and justice of the case.
- 12.07 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairman will be final.
- 12.08 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 12.09 The Board of Arbitration shall have no jurisdiction to hear a discharge grievance put forth by or on behalf of a probationary employee.
- 12.10 The Arbitration Board shall make such decisions as it may, in the circumstances, deem just and equitable and in the event an employee who has completed his probationary period has been discharged or otherwise disciplined by the Employer, the Board may confirm, vary or set aside any penalty or discipline imposed by the Employer including the reinstatement in employment with full or partial pay.
- 12.11 If an Arbitration Board finds that the Employer has violated the Agreement, it shall have the power to award compensation to any and all employees affected by the violation.
- 12.12 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the Chairman of the Board of Arbitration.
- 12.13 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

12.14 Where both parties agree, a single Arbitrator with the same limitations and powers as a Board of Arbitration may be substituted for a Board of Arbitration. In such cases, the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, the parties may jointly request the Minister to appoint a single Arbitrator. If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.

12.15 At any stage of the arbitration procedure, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Home.

Article 13 - Discharge or Suspension

13.01 All disciplinary warnings or reprimands against an employee and the reasons for shall be in writing and one (1) copy given to the employee and one (1) mailed to the business agent of the Union. All written disciplinary warnings or reprimands shall be void after one (1) year from their date except those which relate to resident abuse. The employee is required to sign an acknowledgement of having received same.

13.02 In the event an employee is to receive a suspension or other form of discipline as per Article 13.01, he shall have the right to presence of a steward. In the event an employee is to be discharged he shall have the right to request the presence of a steward.

13.03 An employee, upon prior written request, shall be granted the opportunity to view his personal file. Information to be viewed will be:

- i) Application form;
- ii) Written warnings and evaluations;
- iii) Incident reports;
- iv) Medical file.

Article 14 - Rate of Pay

- 14.01 The parties agree that the schedule of wages, as set forth in Schedule "A" attached hereto, shall be maintained during the duration of this Agreement.
- 14.02 Any error in computation of pay by the Employer of seven and one half (7 ½) hours or more shall be paid by separate cheque unless waived by the employee. Errors of less than seven and one-half (7 ½) hours may be corrected on the following pay.
- 14.03 The Employer agrees that the job content of all classifications within the bargaining unit shall not be altered without the agreement of the Union. It also agrees that none of the normal work performed in any such classifications shall be transferred to any other existing or new classification without mutual agreement with the Union. This shall not apply to any changes of minor or inconsequential nature. The Union shall not unreasonably withhold its agreement to changes to job duties within classifications in accordance with this paragraph.
- 14.04 The regular pay day shall be every second Friday via direct deposit. Each pay period shall be one (1) week in arrears.
- 14.05 It is agreed that if any new classifications within the bargaining unit are created during the term of this Agreement, wage rates for same shall be negotiated between the Employer and the Union, and if the parties are unable to agree to said wage rates, management may implement the new classification but the matter may be arbitrated in a manner as set out in Article 12.

Article 15 - No Strikes and Lock-Outs

- 15.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement there will be no strike, interruption, slowdown or stoppage of work either complete or partial or any other interference which will halt, disrupt, limit or interfere with normal service or work.
- 15.02 The Employer agrees that there will be no lockout of employees during the life of this Agreement.
- 15.03 The Union, by one of its Local Officers, shall repudiate any strike or other concerted cessation of work whatsoever by any group or number of employees

which takes place contrary to the provisions of the Agreement, shall request the employees concerned to immediately return to work and shall declare that any picket line (with the exception of an informational picket) set up in connection therewith is illegal and not binding on members of the Union. The repudiation and declaration shall be communicated to the Employer and the membership in writing as soon as possible but no later than twenty-four (24) hours after the cessation or limitation of work by the employees, or the forming of the picket line respectively.

Article 16 - Hours of Work, Overtime & Other Working Conditions

- 16.01 (a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of employment, hours of work per day, or per week nor of days of work per week nor of overtime.
- (b) It is agreed that the normal and recognized working hours of all full-time employees within the bargaining unit shall be thirty-seven and one-half (37 ½) hours per week averaged over a four (4) week period.
- (c) The recognized work day for all full-time employees shall consist of seven and one-half (7 ½) hours exclusive of meal periods.
- (d) All employees within the bargaining unit shall be allowed fifteen (15) minutes rest period during each four (4) hour shift without reduction in pay and without increasing the working hours.
- (e) In the event an employee on the night shift is not permitted to leave the floor for the employee's lunch break, the employee shall be paid for said break at the employee's straight time hourly rate. No hours paid under this provision shall be counted in the computation of hours worked for the purpose of overtime entitlement.
- 16.02 (a) The Employer will prepare work schedules for a four (4) week period and post such schedules at least four (4) weeks in advance of the effective date. A copy of the schedule shall be forwarded to the Union immediately after posting.
- (b) It is acknowledged that it is the intention of the Employer, as a matter of

policy, that such work schedules shall provide for the following:

- i) Employees shall not be scheduled to work more than six (6) consecutive days;
 - ii) Permanent full-time employees shall be granted one (1) weekend off in two (2). However, it is recognized that exceptions to the policy are and shall be recognized by the Union where it is not practical or possible to adhere to same because of the necessity of replacing employees absent without notice or during a change in any rotation of employee's days off.
- (c) If employees are, in fact, scheduled to work beyond six (6) consecutive days or, if a full-time employee is required to work on his scheduled day off, they shall be paid at the rate of time and one-half (1 ½) for work on such days.
- (d) Employees may exchange shifts provided they receive prior written consent from their supervisor.
- (e) The Employer shall provide at least twenty-four (24) hours notice to a part-time employee prior to the date of any change in the employee's posted schedule. This notice provision does not apply in the event of an emergency or call-in.
- (f) Scheduled part-time hours and call-in shall be administered on the basis of seniority within the part-time bargaining unit.
- (g) No employee shall be required to work both Christmas and New Year's Day and the Home shall make every effort to ensure that each employee shall have a minimum of five (5) days off in connection with such holiday. No employee may take his yearly vacation between December 15th and January 15th in any year. In order to accommodate this provision, the regular scheduling provisions shall be waived for the period December 15th to January 15th.

16.03 If employees are required to provide care and treatment to residents of the Home during their lunch or rest periods, the Employer agrees that any time so lost shall be provided to the employee after such treatment is completed for the purpose of allowing employees concerned to finish their lunch and/or rest periods.

- 16.04 The Employer shall pay time and one-half (1 ½) the regular rate of pay, calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 ½) hours in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time. If a full-time employee is not required to work on any paid holiday, such day shall count as seven and one-half (7 ½) hours of work for the purpose of computing overtime. Employees shall not be required but shall have the opportunity to take time off in lieu of overtime worked. Work performed on a full-time employee's scheduled time off shall be paid at the rate of time and one-half (1 ½) save as herein before provided in Article 16.02 **or, subject to 16.01 (b), for all time worked in excess of seventy-five (75) hours in a bi-weekly pay period, except in the event of a request for a shift(s) or exchange of shift(s) by the employee which would increase the employee's hours beyond seventy-five (75) hours in a bi-weekly pay period or in excess of 7.5 hours per day.**
- 16.05 Employees who report for work for which they are scheduled but for whom no work is available at his regular job shall be paid four (4) hours time at his regular pay.
- 16.06 In the event an employee is called to work with less than one hour's notice from the beginning of the shift, he will be paid for the full shift provided he works until the completion of the shift and reports to work within one (1) hour of the scheduled commencement of the shift.
- 16.07 Employees who work on a higher rated job for more than four (4) hours shall be paid the higher rate of pay for all hours worked on that shift.
- 16.08 When an employee is called in to work outside his regular hours he shall receive time and one-half for all hours worked with a minimum guarantee of three (3) hours pay at his straight time rate except to the extent that such three (3) hour period overlaps and extends into his regular shift in which case he shall be paid time and one-half (1 ½) for all hours worked up to the commencement of his regular shift.
- 16.09 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

Article 17 - Sick Leave

17.01 Absence due to illness or injury, compensable by the *Workplace Safety and Insurance Board*, shall not be charged against sick leave entitlements.

17.02(a) Each claim of sick leave shall be supported by a certificate of a qualified medical practitioner provided, however, that such certificate shall not be required by the Employer if the period of such absence is not more than three (3) days. If the illness is the fourth (4th) or subsequent illness in any calendar year, a request for a certificate may also be made by the Administrator or designate providing the employee was previously notified that such a certificate would be required.

(b) Following the part-time employee's third (3) illness in a year, the Employer may notify the employee by letter that in the event the employee is ill a fourth time, a medical certificate will be required.

17.03 Each full-time permanent employee who has completed his probationary period shall be entitled to one (1) week of sick leave at 100% of salary and fourteen (14) weeks at 60% of salary.

17.04 In each succeeding year, an additional week at 100% of salary shall be granted up to a maximum of ten (10) weeks and remaining five (5) weeks at 60%. A year shall commence on each employee's individual anniversary date.

17.05 For hourly rated employees, a week's earnings shall be calculated on the basis of five (5) seven and one-half (7 ½) hour days.

17.06 Unused portions of sick leave from any year do not accumulate.

17.07 Long Term Salary Continuance Insurance: All permanent full-time employees who have completed nine (9) months of continuous service as a permanent full-time employee and who are employed for a minimum of thirty (30) hours per week would be eligible and would be covered for any accident or sickness causing disability anywhere at any time except in the case of:

- i) suicide, self-destruction or any attempt thereat,
- ii) declared or undeclared act of war,
- iii) service in the armed forces of any country,
- iv) flying - except as a passenger in an aircraft for which a certificate of

airworthiness has been issued.

- 17.08 This policy will provide a monthly income equal to sixty-six and two thirds percent (66 2/3%) of normal monthly earnings in effect immediately prior to disability.
- 17.09 In no event will benefits exceed three thousand dollars (\$3,000) per month.
- 17.10 Benefits begin on the one hundred and fifth (105th) day after total disability commences and are payable to age sixty-five (65) or recovery, whichever occurs first.
- 17.11 Benefits payable will be reduced by the amount the employee receives from the following sources: Any Federal, Provincial, or Municipal Government Plan; any Group Insurance, Retirement or Pension Plan, in force with the County.
- 17.12 (a) An employee during the first two (2) years that benefits are paid must be wholly and continuously disabled as a result of sickness or accident and be prevented from performing each and every duty pertaining to his occupation;
- (b) An employee must not engage in any other occupation or employment for wage or profit;
- (c) An employee must be under the regular care and attendance of a legally qualified physician or surgeon;
- (d) An employee does not have to be confined to the house or hospital collect benefits.
- 17.13 The employee may be given rehabilitation designed to accommodate the ability of the individual and based on the availability of employment and resulting from consultations with the claimant and his attending physician. Should rehabilitation efforts not prove successful, the claimant would continue to receive full benefits.
- 17.14 The Employer shall assume the full cost of the Sick Leave Plan and full cost of the premiums for the Long Term Salary Continuance Insurance. Coverage under the Long Term Salary Continuance Insurance shall be subject to the terms and conditions of the governing master insurance plan or policy.

17.15 A part-time employee as defined in Article 2, subsection 2.03 shall not receive Sick Leave nor Long Term Salary Continuance Insurance.

17.16 In the event an employee is unable to arrange an appointment with a medical specialist outside his working hours, he may use sick leave provided the employee:

- i) makes every effort to schedule the appointment to cause the least amount of disruption to the operation of the Home as possible;
- ii) provides proof of visit and time of the appointment;
- iii) has sick leave credits;
- iv) notifies his supervisor immediately upon receiving the appointment date, but in no event later than two (2) working days in advance of the scheduled medical appointment.

Article 18 - Bulletin Boards

18.01 The Employer will provide a bulletin board for the convenience of the union in posting notices of Union activity. All such notices must be signed by a proper officer of the Local and be submitted to the Administrator or his authorized representative for approval before being posted. Such approval shall not be unreasonably denied.

Article 19 - Paid Holidays

19.01 Each eligible full-time employee shall be paid seven and one-half (7 ½) hours pay at his regular hourly rate for each of the following days provided the employee meets the conditions as set out in this Article:

- | | |
|--------------------------|------------------|
| New Year’s Day | Civic Holiday |
| Heritage Day | Labour Day |
| (3rd Monday in February) | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

19.02 If any eligible full-time employee is scheduled to work any paid holiday, the

employee may elect either:

- i) pay at one and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or
- ii) pay at the rate of time and one-half (1 ½) the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay either fifteen (15) days prior to or following the holiday.
- iii) Notwithstanding (i) or (ii), up to five (5) days in lieu of paid holidays may be banked at any one time, to be taken at a mutually agreed time.

19.03 In order to qualify for payment for the above named holidays a full-time employee must work his full regular scheduled working day prior to and his full regular scheduled working day following the holiday provided that he is not absent due to illness or injury.

19.04 In the event of absence due to illness or injury not covered by Workers' Compensation or Long Term Disability, full-time employees with one (1) or more years of seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness provided an employee has sick credits available. Such payments for paid holidays shall not be charged to sick credits.

19.05 No employee who is absent from work due to being on layoff, Workers' Compensation, Long Term Disability, Suspension, Pregnancy Leave, or Leave of Absence shall be eligible for holiday for any paid holiday occurring within such period.

19.06 (a) In the event a holiday as specified in this Article falls within a full-time employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with seven and one-half (7 ½) hours pay.

(b) If the holiday occurs on a full-time employee's day off, the employee will be granted a day off with seven and one-half (7 ½) hours pay at a time mutually agreed upon between the employee and the Department Head.

PART-TIME

19.07 The paid holidays as listed in paragraph 19.01 shall be granted to each eligible part-time employee subject to the provisions set out herein.

- 19.08 An eligible part-time employee shall receive pay at his regular hourly rate based on the average number of regular hours worked, including call-in hours but exclusive of overtime, during the twenty-eight (28) calendar days preceding the paid holiday, provided the employee meets the conditions set out in this Article.
- 19.09 To be eligible for holiday pay a part-time employee must work his full scheduled work day immediately preceding and his full scheduled work day immediately following such holiday, unless the employee is otherwise on an approved leave of absence with pay.
- 19.10 No employee who is on an unpaid leave of absence, Workers' Compensation, suspension, layoff or long term disability, shall be entitled to pay for any paid holiday occurring within such period.
- 19.11 An eligible part-time employee required to work on a paid holiday shall receive in addition to his payment as calculated in accordance with paragraph 19.08, payment at the rate of time and one-half (1 ½) his regular rate of pay for each hour worked on the holiday.
- 19.12 Students covered under this Agreement shall receive statutory holidays provided under the *Employment Standards Act, 1974* as amended.

Article 20 - Vacations

20.01 (a) Vacations with pay for permanent full-time employees shall be granted on the basis of length of continuous service as a permanent full-time employee of the Employer as of June 30th of each year as follows:

<u>Continuous Service as of June 30th</u>	<u>Vacation Entitlement</u>
i) less than 12 months, starting the 2nd month of continuous service	a day per month up to a maximum of 9 days
ii) 12 months but less than 8 years	3 weeks
iii) 8 years but less than 15 years	4 weeks
iv) 15 years but less than 25 years	5 weeks
(effective January 1, 2004)	
v) 25 years or more	6 weeks

(b) Upon termination of employment permanent full-time employees shall receive

vacation pay on a pro rata basis calculated in accordance with the terms of this Agreement.

- 20.02 Vacation pay shall be paid on the basis of regular earnings provided the employee has not been absent from work for more than sixty-five (65) working days in total (exclusive of maternity leave as defined in accordance with the provisions of the Employment Standards Act) during the vacation year. In the event the employee has been absent for more than sixty-five(65) working days during the vacation year, vacation pay shall be calculated on the basis of two percent (2%) per week of the employee's wages based on the previous years' earnings.
- 20.03 The vacation period shall be from July 1st to June 30th of each year. Employees shall be granted vacations requested in accordance with Article 7.11 subject to the efficient operation of the Home.
- 20.04 Vacation pay, if requested in writing, at least fourteen (14) days prior to the last pay day prior to commencement of vacation, shall be paid to the employee in advance of the employee's holiday period and all normal deductions shall also be made from such vacation pay.
- 20.05 For the purpose of clarity "continuous service", as it appears in this Article, shall mean unbroken employment and shall include:
- Σ approved leave of absence without pay;
 - Σ absence because of illness or injury for a period of not more than twelve (12) months, or thirty-six (36) months in the event of an injury covered by Workers' Compensation;
 - Σ scheduled days off;
 - Σ vacations and paid holidays;
 - Σ layoffs not exceeding a period of twelve (12) months;
 - Σ suspensions.
- 20.06 Employees must notify the Employer of their vacation requests no later than May 1st of each year. Requests submitted after May 1st will be recognized only if requested dates are available. Seniority for the purpose of awarding vacation entitlement will not be recognized after May 1st in the vacation year. Employees will be notified of their vacation period by May 15th in the vacation year.
- 20.07 If during a full-time employee's vacation he becomes incapacitated and is

confined to hospital or bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled. The employee is responsible for notifying the department head of such incapacitation when it occurs unless impossible. The employee will be required to provide verification, at the employee's expense, of the medical condition.

20.08 In the event that bereavement leave is required while a permanent full-time employee is on paid vacation, such paid vacation shall be recredited to the employee. Management reserves the right to request proof in all the above instances.

PART-TIME

20.09 Vacation entitlement for permanent part-time employees shall be calculated on the basis of length of continuous service as a permanent employee of the Employer as of June 30th of each year as follows:

	<u>Continuous Service as of June 30th</u>	<u>Vacation Entitlement</u>
i)	less than 12 months continuous service starting the second month.....	4%
ii)	12 months but less than 8 years	6%
iii)	8 years but less than 15 years	8%
iv)	15 years but less than 25 year	10%
	(effective January 1, 2004)	
v)	25 years or more	12%

20.10 Vacation pay shall be calculated on the basis of the part-time employee's bi-weekly earnings less taxable benefits, and shall be paid out in each regular bi-weekly pay period.

20.11 Vacation entitlement is to be taken from January 1st to December 31st of each year and is not cumulative from year to year. Vacation pay will be paid out as per the provisions of Article 20.09 and 20.10. An employee is not required to take any time off for vacation purposes.

Article 21 - Health and Welfare

- 21.01 The Employer agrees to pay on behalf of eligible permanent full-time employees one hundred percent (100%) of the full billed premiums for a comprehensive Medical Plan including a drug prescription plan, vision care and hearing aid plan. **Vision benefits will carry a maximum of \$200.00 every twenty-four (24) months for prescription eyeglasses or towards eye surgery.**
- 21.02 **The Employer agrees to continue to pay said premiums on behalf of eligible employees who are absent because of illness or injury for the first two (2) years of such illness or injury, provided the employee qualifies for both short-term and long-term disability benefits.**
- 21.03 (a) Each eligible permanent full-time employee as a condition of employment shall become a member of Bruce County Group No. 074000 Pension Plan with the Ontario Municipal Employee's Retirement Board (OMERS). The Employer shall deduct on each pay period from the wages of each member of the plan, the amount shown in the table of contributions prescribed from time to time by OMERS.
- (b) The Employer will remit this deduction to OMERS together with an equal amount provided by the Employer.
- (c) Any permanent full-time employee or permanent part-time employee may make optional contributions to the County of Bruce Group Registered Retirement Savings Plan with Manulife Financial.
- (d) The Employer agrees to continue the present Canada Pension Plan with the Employer contributing an amount equal to the contribution made by the employee.
- 21.04 The Employer agrees to pay one hundred percent (100%) of the premium for full-time permanent employees of the County of Bruce Group Life Insurance Plan. The Plan is detailed as follows:
- (a) All employees, as a condition of employment, must join after serving a period of nine (9) months;
- (b) Each employee below the rank of Department Head is insured for Life Insurance with Double Indemnity in case of Accidental Death and benefits for Dismemberment and loss of Sight as follows:

Under Age 65.....1.5 times annual salary

(c) Each employee with dependents may elect a Dependent Insurance Coverage. The term “Dependent” shall mean:

- i) an insured employee’s husband, wife, or common-law spouse as defined under the *Family Law Act*.
- ii) The unmarried children of an insured employee:
 - over fourteen (14) days and under twenty-one (21) years of age,
 - under twenty-five (25) years of age who are in full-time attendance at a school or university and who are dependent for support by the employee.

(d) The amount of Dependents Insurance is:

On death of 21.04(c)(i) above..... \$2,000
On death of Dependent Child..... \$1,000

21.05 The Employer shall introduce a dental plan with the O.D.A. fee schedule one year in arrears for eligible permanent full-time employees, the premiums for said plan to be sixty percent (60%) Employer paid and forty percent (40%) paid by the employee. The insurance shall be subject to the terms and conditions of the governing master insurance plan or policy.

21.06 Any dispute as to entitlement to benefits under the insurance provided is between the employee and the insurer. The Employer agrees to use its best efforts on behalf of an employee where there is a dispute.

21.07 It is understood and agreed that in assessing the expense required for these negotiated employee benefits outlined within this Article, the parties have taken into account any and all savings on premiums or elimination of premiums that may be realized during the period of this Agreement under the *Unemployment Insurance Act*, OHIP or any other Government legislated plan, and the full employee’s portion of any savings resulting from this assessment are included as part of the negotiated wage increases and improved benefits contained in this Collective Agreement.

21.08 The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits provided are not less than the current benefits

in effect at the time of any change. The Employer must provide the Union with the proper information so as to determine the level of benefits.

21.09 Permanent part-time employees shall receive 12% of their regular hourly rate in lieu of the above insurance benefits and sick leave and Long Term Continuance Insurance outlined in Article 17.

21.10 **Full-time employees who retire early from the Corporation and have twenty-five (25) years of continuous service, are between the ages of fifty-five (55) and sixty-five (65) or meet the eligibility criteria of OMERS (eg. The ninety (90) factor) shall be eligible for the following coverage and the employee will pay fifty percent (50%) of the premium cost.**

- a) **Extended Health Care (excluding dental)**
- b) **Life Insurance at one (1) times annual salary, frozen at date of retirement**
- c) **Dependent Life Insurance**

Semi-private coverage will be available and the employee will pay one hundred percent (100%) of the premium cost.

All benefits will cease when the retired employee reaches age sixty-five (65).

Article 22 - Uniforms

22.01 All employees must wear the appropriate uniform at all times. Effective the first full pay period following December in each year, the Employer will pay a full-time uniform allowance of **one hundred dollars and thirty-five dollars (\$135.00)** and a part-time uniform allowance of **one hundred and ten dollars (\$110.00)** per calendar year, to each employee who has completed her probationary period.

22.02 All employees shall wear name tags at all times.

Article 23 - Shift Premium

- 23.01 (a) Employees assigned to work the afternoon and midnight shift shall be paid a premium of fifty cents (.504) per hour.
- (b) **Employees assigned to work the week-end shift beginning on the Friday night shift and ending on the Sunday evening shift shall be**

paid a premium of twenty-five cents (.254) per hour.

**For clarification, week-end shifts will consist of the following:
Friday night shift, Saturday day shift, evening shift and night shift,
and Sunday day shift and evening shift.**

- (c) There shall be no pyramiding of shift premium, overtime and overtime premium.

Article 24 - Health & Safety

24.01 The parties agree to comply with the Occupational Health & Safety Act as amended from time to time, including the formation of a Joint Health and Safety Committee.

24.02 A Joint Health & Safety Committee shall consist of equal representation from management and employees. The Committee shall make recommendations to improve health and safety programs and shall obtain necessary information from the Employer respecting the identification of hazards and standards. The Committee shall normally meet once a month. Scheduled time spent at such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be sent to both the Employer and the Union. The Union agrees to a minimum of two (2) representatives.

The Management and worker Certified Health & Safety Representatives will act as co-chairs for the Joint Health & Safety Committee. The Management and Worker Certified Health & Safety Representatives from the Joint Health & Safety Committee shall jointly make monthly inspections of the workplace and shall report to the Health & Safety Committee the results of their inspections. In the event of an accident or injury, the Certified representatives shall be notified immediately and shall investigate and report to the Joint Health & Safety Committee their findings.

The two (2) Certified Health Safety Representatives will be notified of all Ministry of Labour inspections and shall have the right to accompany the Inspector. Scheduled time spent on the above activities shall be considered as time worked.

24.03 The Joint Health & Safety Committee shall have reasonable access to

information such as the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid, and the incidence of occupational injuries.

24.04 The parties agree to obtain the full co-operation of its membership in the observation of all safety rules and practices.

24.05 **Infectious Diseases**

The Employer shall make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable Federal and Provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

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

24.06 The Employer shall provide employees with the necessary safety equipment as required (e.g. gloves, masks, goggles). The wearing of such protective equipment is mandatory.

24.07 **Lockout and Machine Guarding**

All equipment must be locked out and/or physically disconnected prior to any maintenance being performed on the equipment. Guards must be in place at all times while the machine is operational. Operators will receive specific training on equipment as required.

24.08 **Injured Worker Provision**

An employee who is injured during working hours and is required to leave the facility for medical treatment or is sent home as a result of such injury, shall receive payment for the rest of his shift at his regular rate of pay, as outlined in the Workplace Health and Safety Act. If necessary, an injured worker shall be provided with transportation to the Hospital Emergency room, or his home.

Article 25 - General

25.01 The Employer agrees to pay the full cost of repair, or if necessary the full cost of replacement of employee's glasses or uniforms damaged as a result of actions by the Residents.

25.02 The Employer and the Union shall share equally the cost of preparing copies of the Collective Agreement in booklet form. A copy shall be given to all incumbent and new employees.

25.03 Influenza Vaccine

Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules apply:

- a) Employees shall, subject to the following, be required to be vaccinated for influenza.
 - i) If the full cost of such medication is not covered by some other source, the Home will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
 - ii) Homes recognize that employees have the right to refuse any required vaccination.
 - iii) If an employee refuses to take the vaccine required under this provision, she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee is cleared to return to work. If an employee is placed on an unpaid leave, she can use vacation credits in order to keep her pay whole.

25.04 Orientation

- a) New employees will be provided orientation according to their level of skill and experience. New employees will be orientated to each shift, including

all float shifts. Additional orientation may be provided if deemed necessary by the supervisor.

- b) During the second shift of orientation, an extra employee will be assigned to work directly with the new employee and will provide training and assistance in accordance with the supervisor's direction. It is further understood that an employee who has had previous experience in the Home will not require an extra employee to provide orientation during the 2nd shift of orientation.

In Departments other than nursing, an extra employee may be assigned.

- c) For the balance of the orientation period, the employee will work directly with regular employees.
- d) During the orientation period, the new employee shall represent an additional person over and above the normal staffing pattern, unless an emergency situation arises.
- e) Orientation is part of the probation period.

25.05 **Workplace Harassment**

The Employer and the CAW are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome" that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all areas of the facility.

Harassment may take many forms e.g. verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Σ unwelcome remarks, jokes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic background, colour, place of

- Σ birth, sexual orientation, citizenship or ancestry
- Σ practical jokes, pushing, shoving, etc. which causes awkwardness or embarrassment
- Σ posting or circulation of offensive photos or visual materials
- Σ refusal to work or converse with an employee
- Σ unwanted physical conduct such as touching, patting, pinching, etc.
- Σ condescension or paternalism which undermines self-respect
- Σ backlash or retaliation for the lodging of a complaint or participation in an investigation

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

Filing a Complaint

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination the following actions may be taken:

- Σ request a stop to the unwanted behaviour
- Σ inform the individual(s) who is harassing or discriminating against you that the behaviour is unwanted or unwelcome
- Σ document the events, complete with times, dates, locations, witnesses and details
- Σ report the incident to the supervisor

However, it is understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative or representation of management.

Upon receipt of a complaint, management will contact the CAW Representative to initiate a joint investigation, or vice versa, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution

Management will complete a report of the finds of the investigation. Both parties will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and to ensure the resolution is fair and consistent with the intent of the Employer and the CAW policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, may be inserted into Step 2 of the grievance procedure.

Right to Refuse

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. If the safety of an employee is being threatened, it may be necessary for that employee to leave the job.

25.06 Paid Education Leave

The employer agrees to pay into a special fund **\$600.00** for Brucelea Haven and **\$600.00** for Gateway Haven per year 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 an annual basis into a trust fund established by the National Union, CAW, effective from date of ratification and sent by the employer to the following address: **CAW National Secretary
Treasurer, 205 Placer Court, Toronto, ON, M2H 3H9**

Article 26 - Duration and Termination

26.01 This Agreement shall be effective from the **1st day of January 2004** to the **31st day of December, 2006** and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province.

In the event that either party gives written notice to amend the Agreement or to make a new Agreement within ninety (90) days prior to the **31st day of December, 2006**, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have

the right to alter said list before and during negotiations.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2004.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

**C.A.W. CANADA
LOCAL 2458**

SCHEDULE "A"
Brucelea/Gateway Haven Homes for the Aged

Classification Start 6mths 12mths 24mths

Registered Practical Nurse

January 1, 2004	18.29	18.54	18.82	19.01
January 1, 2005	19.35	19.61	19.90	20.10
January 1, 2006	20.45	20.71	21.01	21.22

Activation

January 1, 2004	17.10	17.25	18.09	18.27
January 1, 2005	17.61	17.77	18.63	18.82
January 1, 2006	18.14	18.30	19.19	19.38

Maintenance Assistant

January 1, 2004	17.10	17.25	18.09	18.27
January 1, 2005	17.61	17.77	18.63	18.82
January 1, 2006	18.14	18.30	19.19	19.38

Cook

January 1, 2004	16.63	16.85	17.12	17.28
January 1, 2005	17.13	17.36	17.63	17.80
January 1, 2006	17.64	17.88	18.16	18.33

Health Care Aide,
Personal Support Worker

January 1, 2004	16.38	16.59	16.86	17.03
January 1, 2005	16.87	17.09	17.37	17.54
January 1, 2006	17.38	17.60	17.89	18.07

Kitchen, Dietary, Laundry
& Housekeeping Aides

January 1, 2004	15.85	16.02	16.26	16.47
January 1, 2005	16.33	16.50	16.75	16.96
January 1, 2006	16.82	17.00	17.25	17.47

Assistant Cook

January 1, 2004	16.08	16.21	16.46	16.66
January 1, 2005	16.56	16.70	16.95	17.16
January 1, 2006	17.06	17.20	17.46	17.67

Ward Clerk

January 1, 2004	15.36	15.48	15.73	15.90
January 1, 2005	15.82	15.94	16.20	16.38
January 1, 2006	16.29	16.42	16.69	16.87

NOTE: Employees shall progress through the wage grid based on date of hire.

**Letter of Understanding
Between
Brucelea Haven, Gateway Haven Homes for the Aged**

and
National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada)
Local 2458

Re: Call-in

It is agreed by the parties that when a full-time employee is called in on their scheduled day off, and as a result of that call-in, the employee works more than six (6) consecutive days, the employee will be paid time and one half (1.5x) for only the call-in shift

Dated this _____ day of _____, 2004

**THE CORPORATION OF THE
COUNTY OF BRUCE**

**C.A.W. CANADA
LOCAL 2458**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Letter of Understanding
Between
Brucelea Haven, Gateway Haven Homes for the Aged
and

**National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada)
Local 2458**

RE: Maintenance, On-Call

1. On-call, will be covered by the Maintenance Staff from Monday to Sunday inclusive. The Maintenance Supervisor will be responsible for creating the on-call schedule. Employees will not be scheduled beyond seven (7) consecutive days, and shall not be required to be on-call during his scheduled vacation.
2. For Friday, Saturday and Sunday of each week. On-call will be covered by the Maintenance employee who is normally scheduled to work Friday, Saturday and Sunday.
3. The Maintenance employee who is on-call, will carry a cell phone, which will be provided by the Home. It is understood that the cell phone shall be the only device used to communicate with the employee who is on call.
4. While on-call, the Maintenance employee will receive twelve dollars (\$12.00) per day for each sixteen (16) hour shift.
5. If the Maintenance employee is unable to resolve the problem by telephone and is required to report to the Home, he will receive the remuneration as outlined in Article 16.08 of the Collective Agreement.
6. The Maintenance employee will be responsible for the normal care of the cell phone, but is not responsible for the replacement of the cell phone in the event of loss or damage, unless loss or damage was through negligence.
7. The Maintenance employee who is on-call will not be required to remain at his place of residence, but will be required to be within one (1) hour drive of the Home in the event he is summoned to report to the Home.

Dated in Walkerton this _____ day of _____ 2004

**THE CORPORATION OF THE
COUNTY OF BRUCE**

**C.A.W. CANADA
LOCAL 2458**

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**Letter of Understanding
Between
Gateway Haven Home for the Aged
and
National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada)
Local 2458**

Re: Temporary Vacancy to exceed 45 working days – Gateway Only

1. The Employer shall post all temporary vacancies known or anticipated to exceed forty-five (45) working days.
2. Temporary vacancies identified in no. 1 shall be first posted within the department in which the vacancy originated.
3. Should the vacancy not be filled from within the department in which that vacancy originated, the vacancy shall then be posted Home wide.

Dated at Walkerton this _____ day of _____ 2004.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

**C.A.W. CANADA
LOCAL 2458**

**Letter of Understanding
Between
Gateway Haven Home for the Aged
and
National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada)
Local 2458**

Re: Overtime Shift – Gateway Only

1. Overtime will be first offered to full time employees by seniority, before part-time or temporary employees are considered.

2. In the event there are no full-time employees available to work the overtime shift, part-time employees will be offered the overtime shift by seniority.

Dated at Walkerton this _____ day of _____ 2004.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

**C.A.W. CANADA
LOCAL 2458**

