

COLLECTIVE AGREEMENT

Between

**HOLLAND CHRISTIAN
HOMES INC.**

-and-

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**

|

Term: July 1st, 2002 - June 30th, 2005

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COLLECTIVE AGREEMENT

between

HOLLANDCHRISTIAN HOMES INC.
hereinafter referred to as the "Employer"

-and-

**CHRISTIAN LABOUR ASSOCIATION
OF CANADA**
hereinafter referred to as the "Union"

Term: July 1st, 2002 - June 30th, 2005

ARTICLE 1 - PURPOSE

- 1.01 The parties to this Agreement desire to foster and maintain a relationship among the Employer, the Union, and the employees which is in every respect conducive to their mutual well-being. The parties hereby pledge to fairly administer this Agreement as one means by which that purpose can be achieved.
- 1.02 If this Agreement is silent on any existing rights and privileges, this shall not mean that either the Employer or the employees are deprived of such rights or privileges, nor shall it mean that the Employer is deprived of the right to change or alter such employee rights or privileges.

- 1.03 The parties to this Agreement commit themselves to their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties also declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical, emotional and spiritual well-being of the residents.

ARTICLE 2 - RECOGNITION

- 2.01 This Agreement covers all employees of Holland Christian Homes Inc. in Brampton save and except supervisors, persons above the rank of supervisor, and office staff.
- 2.02 (a) A full-time employee is defined as a person who is regularly scheduled to work twenty-four (24) hours or more per week.
- (b) A part-time employee is defined as a person who is regularly scheduled to work less than twenty-four (24) hours per week.
- (c) Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so requires and vice versa.
- 2.03 Non-staff members shall not perform work normally done by employees in the bargaining unit if that would mean less available work for the latter. This shall not apply to the use of private help hired by residents where needed, nor to the

use of volunteer help, or to help from family members working in addition to regular **staff**.

2.04 The Employer shall not subcontract work for the purpose of causing bargaining unit personnel to be laid off or to work fewer hours than they would normally work.

2.05 **Management Rights**

The Union recognizes that it is the right of the Employer to manage, control, develop and operate the Home as well as to direct the employees, and that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, direct, promote, demote, classify, transfer, layoff or recall employees, subject to the terms of the collective agreement;
- (c) discharge, suspend or otherwise discipline employees for just cause;
- (d) to determine the work to be done, the location, methods, work assignments and the schedule for the performance of such work;
- (e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE 3 - UNION REPRESENTATION

- 3.01 (a) Stewards appointed by the Union are representatives of the employees in the processing of grievances.
- (b) CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to enforce all rights of the employees under this Agreement and under the law.
- 3.02 A steward will be given time off, without **loss** of wages, to assist an employee in the presentation of a grievance whenever it is necessary to deal with the grievance during working hours. Prior permission must be received from the supervisor and the employee shall report back to same upon return.
- 3.03 A steward will be given time off, without loss of wages, to welcome a new employee in her department and to discuss union membership with such an employee. Prior permission must be received from the supervisor and the employee shall report back to same upon return. Time off shall not exceed fifteen (15) minutes.
- 3.04 The Union has the right to appoint members to the bargaining committee. These employees shall be paid by the Employer at regular hourly rates for all time spent on negotiating a collective agreement with the Employer whenever this takes place during their regular working hours. Payment shall be limited to four (4) employees.

- 3.05 a) Once every second month employees will be given the opportunity to meet and discuss Union matters in a room provided by the Employer on the Employer's premises. These bi-monthly meetings may be attended by Representatives of the Union. The Union shall see to it that the Employer is informed of such a meeting at least one (1) week ahead of time.
- b) The Union will schedule and give notice to staff and management of the times a Union Representative will be available to staff in the staff lounge. At those times staff may meet with them during staff breaks or outside their scheduled work time. Any time required during working time must be pre-approved by management.

3.06 **Labour-Management Committee**

- (a) The Employer and the Union agree to establish an active labour-management committee. The committee shall be made up of an equal number of non-bargaining unit and bargaining unit persons (not less than two (2) of each), with one of the non-bargaining unit persons being the Home's Administrator. A copy of the minutes shall be posted in the Home and one copy shall be sent to the Union.
- (b) The committee shall meet quarterly or more often if required. Employees serving on the committee shall be paid at their regular rate of pay when required to attend on their scheduled day off. Those meetings

held prior to commencement of a shift or at the end of their scheduled shift shall not receive any additional payment. Such paid meeting time shall not be at overtime rates nor shall it lead to payment of overtime rates.

- (c) The committee may consider topics which pertain to resident care and the efficient and equitable operation of the Home.
- (d) The committee is not empowered to alter or amend any of the terms of this Collective Agreement or in any way infringe on the requirements and minimum standards of the Ministry of Health.
- (e) Any employee or any non-bargaining unit person may refer matters to the committee for consideration. Such referrals shall be in writing or presented orally to the committee.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Union shall not permit or encourage any strike, slowdown or stoppage of work, and shall not otherwise restrict or interfere with the Employer's operations through its members.

- 4.02 During this Agreement and while negotiations (including arbitration proceedings) for a renewal agreement are taking place, the Employer shall not lock out **any of** its employees, or deliberately restrict or reduce hours of work, or lay off employees when such layoff is not warranted by the workload.

ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF

- 5.01 Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred **by** the Employer to a steward in order to give the steward an opportunity to describe the Union's purposes and representation policies to the new employee.
- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.
- 5.03 The Employer **is** authorized and shall deduct each month an amount equal to Union dues from each employee's pay. Such deductions shall go into effect with the first month of employment of **an** employee. The Employer shall **also** deduct any authorized initiation fees owing to the Union. The total amount checked off will be turned over to the Union treasurer each month within **a** week after the checkoff is made, together with an itemized list of the

employees for whom the deductions are made and the amount checked off for each. The Employer shall not deduct more than one (1) month's dues from any one paycheque of an employee. The Employer shall be saved harmless for all deductions and payments made.

- 5.04 Employees who, because of conscientious objection cannot support the Union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered, Canadian charitable organization, or other trade union, providing that union is operating as a certified bargaining agent under federal or provincial legislation. Where the Union is satisfied that an employee cannot support the Union because of valid conscientious objection, the Union and the employee will select a charitable organization or other trade union by mutual agreement and the Union will forward the deducted monies to the organization at the end of each calendar year.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.01 Full-time employees shall serve a probationary period of three hundred and seventy-five (375) hours worked and part-time employees shall serve a probationary period of three hundred (300) hours worked, but in any event the probationary period shall not exceed six (6) months. Upon completion of the probationary period, an employee shall obtain seniority which shall be calculated from the employee's hiring date. This hiring date shall also be used to determine anniversaries, pay increments, vacations, etc.

6.02 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that:

- (a) the employee has successfully completed her probationary period, or;
- (b) the employee is terminated.

The purpose of the probation period is to provide an opportunity to determine whether a new employee has the ability and qualities to become a reliable, competent employee. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or termination. Unavailability for call-ins shall be considered a lesser standard of just cause.

Probationary employees will be interviewed by a representative of management at or near the middle of the probationary period to discuss progress made to date and areas which require improvement.

6.03 An employee who voluntarily terminates her employment and who is rehired within one (1) year and within the same classification shall be required to serve his/her probationary period again and upon successful completion, shall be placed at the wage level she had attained at the time of her voluntary termination.

**ARTICLE 7 - JOB CLASSIFICATIONS,
RATES OF PAY AND CALL-INS**

- 7.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this agreement and forms part of it. For the specific purpose of wage progression and job postings only, one (1) year shall equal one thousand nine hundred and fifty (1950) hours worked for full-time employees, and one thousand five hundred and sixty (1560) hours worked for part-time employees accumulated separately by classification. Hours worked shall include hours worked and paid for as well as vacation time, paid holidays, and paid sick leave.
- 7.02 Related professional experience of five (5) years or more duration part of which must fall within the past two (2) years shall be recognized by hiring a person at the "after probation" rate and by moving the employee to the one (1) year rate upon completion of probation.
- 7.03 Wages shall be paid on applicable Thursdays on a bi-weekly basis. Employees completing their night shift shall have their paycheques available in their respective departments, at the completion of their shift. It shall be recognized that when a statutory holiday occurs during the pay week, there shall be a delay of one (1) day. The paycheques will be available in their respective departments.
- 7.04 New classifications may be established by management and wage rates are to be established by mutual agreement between the parties.

7.05 When an employee reports or is called in for a shift at the request of management or its designate, and is **subsequently notified that no work is available, she shall** receive four (4) hours **of** pay for a full shift, and **two** (2) hours of pay for a part shift.

7.06 The Employer shall maintain a list of employees for the purpose of call-ins. Employees on the call-in list shall be called in order of seniority, beginning with the most senior employee, until the staff shortage is filled.

Succeeding call-ins will commence with the person listed below the last person to accept a call-in, and call-ins will continue on this basis through the whole list.

An employee who is not home or who does not answer or take a call-in shall not be called again until her name comes up again in the rotation.

The Employer shall bypass on the list an employee who would otherwise become eligible for overtime rates of pay for the call-in, unless all employees available for the call-in are eligible for overtime rates of pay, in which case the employee shall not be bypassed.

7.07 (a) An employee called in to complete a shift shall be paid for the full shift, provided she reports for work within **two** (2) hours of being called, and having agreed to report for work.

- (b) An employee who is called for a shift shall be paid for all hours worked, but shall not receive less than four (4) hours of pay, provided she reports for work within two (2) hours of being called and having agreed to report for work.

7.08 Employees shall not receive phone calls regarding their availability to work between 11:30 p.m. and 5:30 a.m., except in **cases of** emergency.

7.09 Maintenance employees required to be available for any weekend or statutory holiday call-ins shall receive fifteen dollars (\$15.00) for every day they are required to be on call. Maintenance employees shall be on call for not more than one weekend out of three.

7.10 When an employee transfers to a new job classification the following shall apply:

- (a) If the job is a higher rated classification, the employee will receive her current rate or the start rate for the new position whichever is the greater. She will then progress through the wage rates of the classification with job classification seniority dating from the date the transfer became effective.
- (b) If the job is a lower rated classification, the employee will receive her current rate or the top rate of the new position, whichever is the lesser.

(c) If the transfer is at the Employer's request on a temporary basis the employee shall not suffer any **loss of pay.**

- 7.11 When a registered practical nurse is in charge of a floor or designated work area she shall be paid a responsibility allowance of fifty-five cents (\$0.55) per hour on the evening shift and ninety cents (\$0.90) per hour on the night shift, in addition to her regular rate of pay.
- 7.12 When an employee temporary performs supervisory duties in a department other than nursing, the employee shall be paid a premium of fifty cents (\$0.50) per hour in addition to regular wages for all time worked of one shift or more.
- 7.13 It is understood that any new policy or procedures, which is department specific, shall be posted (minimum of four (4) weeks) in that department, and any policy or procedure relating to the operation of the Home is to be presented to the labour-management committee.

ARTICLE 8 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

- 8.01 Full-time employees shall receive overtime rates for all time worked in excess of seven and one-half (7 1/2) hours per day, and for all time worked in excess of ten **(10)** days in a two (2) week period.

- 8.02 (a) Part-time employees shall receive overtime rates for all time worked in excess of seven and one-half (7 1/2) hours per day, and for all time worked in excess of ten (10) days worked in a two (2) week period or six (6) days worked consecutively.
- (b) Part-time employees shall be scheduled for no more than seven and one-half (7 1/2) hours per day, and for no more than ten (10) days in a two (2) week period or six (6) consecutive days. Part-time employees may mutually agree to be called in to work additional shifts up to seventy-five (75) hours in a two (2) week period without incurring overtime.
- 8.03 The Employer shall schedule employees to reflect the following:
- (a) No shift shall be of less than four (4) hours duration;
- (b) The nursing staff shall basically be scheduled in three shifts. The first shift of the day, the night shift, shall commence at 10:50 p.m. and end at 7:00 a.m.; the day shift shall commence at 6:50 a.m. and end at 3:00 p.m.; the evening shift shall commence at 2:50 p.m. and end at 11:00 p.m. The Employer may continue to introduce and implement reasonable variations of the above.
- (c) All other departments shall be scheduled in accordance with established practice which may be amended by mutual agreement between the parties.

- (d) Where there is a change to daylight savings from standard time or vice versa, an employee who is scheduled and **works** a full shift shall be paid for the actual number of hours worked. No overtime shall apply to this provision.

- 8.04 (a) Nursing staff required to report as outlined in Article 8.03 (b) shall be entitled to a twenty (20) minute break with pay during each half (1/2) shift, at approximately the midpoint of the half (1/2) shift. All other employees shall be entitled to a fifteen (15) minute break with pay during each half (1/2) shift at approximately the midpoint of the half (1/2) shift.

Employees on a half (1/2) shift shall have one (1) fifteen (15) minute break with pay at approximately the midpoint of the half (1/2) shift.

Except in cases of emergency, these breaks shall not be interrupted.

- (b) Employees shall be granted a one-half (1/2) hour unpaid lunch for each full shift worked at approximately the midpoint of the shift.

- (c) The above times may vary due to work requirements.

- 8.05 Employees shall be able to take their breaks in a room set aside for that purpose.

- 8.06 (a) Full-time employees will be scheduled every second (2nd) weekend off, unless agreed to otherwise.
- (b) Those employees working less than full-time shall be scheduled not less than every third (3rd) weekend off, and the Employers shall endeavour to schedule every second (2nd) weekend off, unless agreed to otherwise.
- (c) If scheduling problems interfere with the above, full-time employees will have no less than three (3) weekends off out of a six (6) week schedule and part-time employees no less than two (2) weekends off out of a six (6) week schedule. A part-time employee may work all weekends without incurring overtime if either they applied for an all weekend shift, or if they agree to work all weekends by mutual agreement between the Employer, the employee and the Union.
- (d) Employees called in to work in excess of the provisions above shall have the option of receiving overtime pay or receiving another day off.
- (e) **All** part-time call-in staff must be available to work at least two (2) shifts per month and one (1) weekend per month.
- 8.07 No full-time employees other than cooks and maintenance workers shall be scheduled to work more than five (5) consecutive days, unless the employee requests otherwise in writing, or more than twenty (20) days in any four (4) week period. However, employees may request in writing on the

approved form to exchange a working day with a day off, and a working day with a working day, provided such request is submitted in writing, on an approved form, signed by both employees and approved by the Employer in writing. Any such request, except in cases of emergency, is to be submitted two (2) business days prior to the date of the exchange requested. Exchanges between a working day and an off day will be allowed to a maximum of three (3) per quarter.

- 8.08 No employee shall be required to work more than two (2) different shifts in any one (1) week, except in case of emergency. Each full-time employee shall have a break of at least sixteen (16) hours between shifts. Each part-time employee shall have a break of twelve (12) hours between shifts. Employees other than maintenance staff required to return to work within these sixteen (16) hours or twelve (12) hours, shall be paid at overtime rates for all time worked within the sixteen (16) hours or twelve (12) hours.
- 8.09 Employees regularly scheduled to work ten (10) days in a two (2) week period shall be paid at one and one-half (1 1/2) times the hourly rate for all work performed on a scheduled day off, except if such work is done as a result of a voluntary switch in hours with another employee.
- 8.10 The Employer shall not transfer an employee to a different shift unless this is mutually agreed upon by the Employer and the employee, except in case of a recognized emergency.

- 8.11 A new employee shall be deemed hired for all shifts unless mutually agreed to otherwise, and shall receive seventy-five percent (75%) the start rate of her classification for the three (3) shifts worked for the purpose of orientation. During orientation the new employee shall work in addition to the regular number of employees. Once an employee passes probation, s(he) shall receive the remaining twenty-five per cent (25%).
- 8.12 The Employer shall post work schedules on a six (6) week basis at least two (2) weeks prior to the effective day of the schedule. No changes shall be made in the schedule after the first week of posting, unless there is agreement with the employee(s).
- 8.13 It is understood that employees working a consistent shift pattern are working a preferred position, which shall not be altered unless there is mutual agreement.
- 8.14 A premium of one dollar (\$1.00) per hour will be paid to employees who work short. Working short is defined as the increased workload that occurs when an employee who shares work with other employees does not report for work when scheduled and is not replaced. Employees will be compensated for the total number of hours worked short on their shift, up to a maximum of 7.5 hours. This article affects employees working in Faith Manor Nursing, Towers Nursing and the Dietary Department only.

- 8.15 Employees who work twelve (12) continuous hours or more shall be provided with a warm meal from the snack bar or kitchen or an eight dollar (\$8.00) meal allowance should a HCH meal not be available.

ARTICLE 9 - JOB POSTING, HIRING AND TRANSFERS

- 9.01 The Employer shall post all vacancies and indicate:

- (1) the job classification
- (2) the approximate starting date
- (3) the shift(s) to be worked
- (4) whether the position is full-time, part-time, or temporary
- (5) the area to be worked.

A copy of the job posting shall be given to the steward of the department. All postings will be posted in the department and on a job posting board, located in the staff lounge.

- 9.02 When filling a vacancy the Employer shall give preference to the employee with most seniority provided such an employee is qualified and suitable to perform the required work.

- 9.03 (a) Any employee will be entitled to submit to their respective supervisor, in writing and dated, their interest in specific potential job vacancies within their department. Any such notice will remain on file and be

valid only for a period of six (6) months from date of submission.

- (b) If a vacant position cannot be filled with employees that are employed, the Employer shall give preference to an employee on layoff provided that employee is qualified and suitable to perform the work.

9.04 Vacant positions shall be posted for at least seven (7) consecutive days. Applicants must apply in writing to the supervisor in charge before the end of the posting to indicate that they are interested in the vacant position. Whenever two (2) or more applicants are in the Employer's opinion qualified and suitable to fill the opening, the senior employee shall be given a trial period of fifteen (15) working days. The Employer may fill the vacancy on a temporary basis until a permanent candidate has been selected.

9.05 An employee selected to fill a vacant position shall hold that position for a trial period of fifteen (15) working days. The position shall be come permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the job and wishes to return to her former one; or
- (b) the Employer feels that the employee is not suitable for the job.

In either case, the employee will return to her former position and wage rate without loss of seniority. Any other

employee promoted or transferred as a result of the rearrangement of the **position(s)** shall also be returned to her former position and wage rate without loss of seniority. These provisions shall also apply in the event of a transfer to a job outside the bargaining unit. It is understood, however, that no employee shall be transferred without her consent to a position outside the bargaining unit.

- 9.06** Any vacancy created by the awarding of a posting shall be subject to one more posting and thereafter shall be **filled** at the Employer's discretion and in conjunction with article **9.02**.
- 9.07** (a) An employee selected to **fill** a temporary position shall return to her former position without loss of seniority when the temporary position has expired. Any other employee promoted or transferred as a result of the temporary position shall **also** be returned to her former position without loss of seniority.
- (b) An employee who temporarily posts into a full-time position, shall not be enrolled in the benefit plan, but shall remain on the premium in lieu of benefits. All other full-time conditions of the Collective Agreement shall apply. If a part-time employee works in a full-time position or positions uninterrupted for fifteen (15) months they shall have the option of joining the benefit plan.
- 9.08** Employees who are on vacation, maternity leave, jury duty and approved leave of absence may indicate, in advance, to

the Employer their desire to apply for a posting if such posting should occur during their absence and within thirty-five (35) weeks of their originally projected date of return. In such a case, the Employer shall fill the vacancy temporarily using the posting procedure as outlined in this agreement.

Employees must be available for an interview and commencement of work within four (4) weeks of the date of the posting of the vacant position.

When making the above request in writing, the information should include where the employee can be contacted.

9.09 Employees who are qualified may work in more than one (1) classification within the same department, and have their names added to the bottom of the call-in list(s) in another department.

Employees who work two (2) or more positions in the same department and as a result work full-time hours as defined by Article 2.02, shall be considered as full-time.

9.10 The Employer may hire students during the summer vacation period. Students will not be used to reduce the normal hours worked by regular employees. The department supervisor and department steward will meet in the spring to develop call-in protocol annually for the summer students.

ARTICLE 10 - VACATION AND VACATION PAY

10.01 Employees shall be entitled to vacations according to the following schedule:

<u>Period Worked</u>	<u>Time Off</u>	<u>Vacation Pay</u>
Less than 1 year	1 week	4% } Of
1 yr but less than 4 yrs	2 weeks	4% } annual
4 yrs but less than 9 yrs	3 weeks	6% } gross
9 yrs but less than 15	4 weeks	8% } earnings
15 yrs but less than 25yrs	5 weeks	10% }
25 yrs or more	6 weeks	12% }

10.02 The date for determining the "period worked" for the purpose of "time off shall be the employee's last hiring date as of the 30th of June. Vacation pay accrual shall be calculated from first payroll following the employee's employment anniversary date.

10.03 On January 1 of each year the Employer shall post a blank vacation schedule sheet. Between January 1 and April 1 each employee shall have the right to indicate on this sheet the time during which she prefers to take vacation.

10.04 (a) The completed vacation schedule shall be determined in discussions between the employer and the Union stewards between April 1 and April 15. The guiding factors shall be availability of qualified staff and seniority. Whenever a conflict arises that cannot be

settled amicably, the dispute shall be resolved by the Employer.

(b) It is understood that an employee shall take all of her vacation entitlement prior to requesting a leave of absence under Article 16.01 (b).

10.05 The Employer shall post the final schedule on or about April 15. This schedule shall not be changed except with the consent of the Employer and the employee(s) affected.

10.06 An employee shall be paid her vacation pay by separate cheque if she requests her pay in advance of taking the time Off.

ARTICLE 11 - HOLIDAYS

11.01 (a) After completion of probation, full-time employees shall be entitled to the following holidays paid at regular rates:

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and two (2) floating holidays.

Full-time employees may accumulate their float days to a maximum of four (4). During the summer vacation period (June 15 to September 1) or the two (2) weeks at Christmas (December 15 to January 2), the

Employer may limit the number of consecutive days taken at one time, due to the operational requirements of the Home.

- (b) Each employee shall have the right to select her floating holiday. Employees shall give two (2) weeks notice of their desire to take a floating holiday. An employee shall not be entitled to a floating holiday until after being employed for six (6) months. Part-timers moving to full-time shall be full-time for three (3) months before receiving the additional float days. Employees on personal leaves of absence for more than three (3) months shall lose entitlement for one (1) of the float days; and for leaves of absences of more than nine (9) months, both days.
- (c) After completion of probation, part-time employees working ten (10) shifts or more within a four (4) week period prior to the holiday, shall be entitled to the following holidays paid at regular rates for the number of hours regularly worked:

New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day and one (1) float day.

Employees working less than the above hours shall be entitled to public holidays in accordance with the ***Employment Standards Act***

(d) Effective January 1, 2003, all employees with ten (10) years seniority shall be entitled to an additional float day to be taken on a weekday (Monday through Friday). All other float holiday guidelines shall apply.

11.02 An employee who qualifies for a paid holiday shall be paid at the rate of one and one-half times (1 1/2x) the regular hourly rate for each hour worked, in addition to regular wages for the holiday. Instead of receiving regular wages for the holiday, such an employee, if the employee so requests, may also be given day(s) off in lieu of the holiday, which lieu days shall be used within thirty (30) days of the holiday.

11.03 If a paid holiday occurs on a full-time employee's regular day off or during the employee's vacation period, the employee will receive an additional day's pay or exercise the in lieu option as under Article 11.02.

11.04 (a) An employee does not qualify and is not entitled to holiday pay unless she completes her last scheduled shift before the holiday and her first scheduled shift after the holiday. This restriction shall not apply if the employee is excused in writing by her supervisor or administrator, or if she is ill on one of the qualifying days and produces an appropriate doctor's certificate.

(b) No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she shall only receive holiday pay.

- (c) In order to be entitled to a paid holiday, the employee must have completed the probationary period or must have worked three (3) months, whichever comes first.
- (d) Employees who are off work due to illness shall not be entitled to holiday pay if their illness lasts more than two (2) weeks.

11.05 If an employee misses a qualifying day when there are two (2) consecutive holidays, the employee shall lose one (1) holiday for each qualifying day missed,

11.06 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule her for the same day the following year. All staff (including part-time call-ins) must be available to work Christmas or New Years.

ARTICLE 12 - SENIORITY AND LAYOFFS

- 12.01 (a) Seniority *is* the ranking of employees in accordance with their length of employment since their last date of hire.
- (b) Seniority for the purpose of vacation entitlement and layoff or recall shall run from the employee's last date of hire.

- (c) For all other purposes, seniority will be kept by classification, and for the purpose of this article, NursingAid and Health Care Aid will be considered one classification; also Cook I and Cook II will be considered one classification.

12.02 The Employer shall maintain a seniority list and make copies available to the Union upon request.

12.03 An employee's seniority rights shall cease to exist and the employee shall be deemed to have terminated employment if an employee:

- (a) voluntarily quits the employ of the Employer;
- (b) is discharged and such discharge is not reversed through the grievance procedure;
- (c) fails to report on the first day following the expiration of a leave of absence, unless a justifiable reason is given;
- (d) is laid off for a continuous period of more than eighteen (18) months;
- (e) has been absent for two (2) consecutive working days without having notified the Employer, unless a justifiable reason is given;
- (9) reaches retirement age of sixty-five (65), unless the employer and Employee enter into an agreement

renewable semi-annually, which sets out the conditions of continued employment after the age of sixty-five (65);

(g) is off work due to illness for a period of twenty-four (24) months, subject to the current jurisprudence of the Human Rights Commission.

12.04 In case of layoffs, the Employer will recognize the seniority standing of each employee as the continued performance of the work permits. Ability to perform available work being relatively equal, seniority shall prevail so that the employee having the highest seniority shall be laid off last and recalled first.

12.05 a) The Employer shall give the Union six (6) weeks notice of his intention to lay off.

b) The Employer shall give the employee concerned one (1) week of notice in writing for every year of service, to a total of eight (8) weeks, of his intention to lay off.

12.06 If an employee or the Union wishes to file a grievance about a layoff, this shall be done within three (3) working days after the layoff becomes effective.

12.07 An employee who is recalled to work after a layoff must return to work within two (2) working days if unemployed and within seven (7) working days if employed elsewhere. It shall be sufficient for the Employer to send notice of recall

to the employee by registered mail to the employee's last known address.

- 12.08 Any employee transferred to a position outside the bargaining unit shall, if rehired to a job within the bargaining unit, and after completing the probationary period, be reinstated. Any seniority formerly accumulated as of the date of transfer, as long as the employee has been continuously employed by the Employer while outside the bargaining unit, shall be recognized.

ARTICLE 13 - INSURANCE,
PENSIONS — U — PREMIUMS

- 13.01 Upon completion of the probationary period the Employer agrees to contribute one hundred percent (100%) of the premium cost at the single or family rate of the following plans for all full-time employees:
- (a) A life insurance and accidental death and dismemberment plan based on the equivalent of the employee's yearly salary.
 - (b) An extended health care plan with a twenty-five/fifty dollar (\$25.00/\$50.00) deductible for non hospital covered expenses including a drug card with a deductible of ten percent (10%) for each prescription.
 - (c) The dental plan in effect as of October 1, 1985, with Great West Life, at one (1) years behind current ODA

rates with a deductible of twenty-five dollars (\$25.00) per individual or fifty dollars (\$50.00) per family, once per calendar year.

- (d) A vision care package, including contact lenses, two hundred dollars (\$200.00) every twenty-four (24) months. Receipts are to be given directly to the Employer.
- (e) Upon completion of the probationary period the Employer agrees to contribute seventy-five percent (75%) of the premium cost of a long-term disability plan providing an income of sixty percent (60%) of regular pay per month.

13.02 **Benefit Premiums**

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion, as follows:

- (a) During the month in which the employee's leave of absence without pay commences;
- (b) While the employee is off due to illness, including the period when receiving paid sick leave benefits paid by the Employer, up to a maximum of two (2) calendar months;
- (c) While in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury

sustained during employment with the Employer, for up to twelve **(12)** months;

- (d) While on maternity/parenting leave, up to a maximum of thirty-five **(35)** weeks.

Employees on leave of absence and following the periods set out above may continue benefit coverage until such time as they lose their seniority, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15th of the month on which the premium is due.

13.03 Part-time employees who have completed their probation shall receive a premium in lieu of benefits in addition to their hourly rate of sixty cents (\$0.60) per hour.

13.04 Pension Plan

- (a) This plan applies to all employees covered by this collective agreement.
- (b) It is mandatory for all employees with six (6) continuous months employment to participate in the Pension Plan. New employees will join the Plan immediately upon completing six (6) continuous months of employment.
- (c) The Employer shall deduct from the covered wages of each eligible employee, each pay, an amount equal to four per cent **(4%)** of such covered wages.

- (d) The Employer shall pay an amount equal to four per cent (4%) of the covered wages of each eligible employee.
- (e) Covered wages as set out in 13.04 (c) and 13.04 (d) above include straight time hourly wages and the straight time portion of holiday pay and sick pay. All other earnings are excluded.
- (f) The Employer will remit the employee's and the Employer's contribution to the Union Pension Plan registered with the Canada Customs and Revenue Agency (CCRA) and the Financial Services Commission of Ontario (FSCO) as Pension Plan #0398594, a registered money purchase plan, within thirty (30) days following the end of the month for which contributions are payable, together with an itemized list of the employees and the amount applicable to each.
- (g) The Employer agrees to deduct by way of payroll deduction and send to the Union's Benefit Administration Office, voluntary employee contributions in addition to any collective agreement pension plan contributions. Such amounts shall not exceed the limits established by Revenue Canada. These monies will be recorded separately on the Employer's monthly remittance to the Benefit Administration office.

- (h) Employees who wish on a voluntary basis to have additional monies deducted on a regular basis from their pay and sent to the Pension Plan Office shall request a form from the Employer provided by the CLAC Benefit Administration Office. A copy of the completed form shall be sent to the Benefit Administration Office with the first remittance of such additional voluntary contributions. Employees who wish to have a deduction to their pay for this purpose or who wish to change the amount of the deduction to their pay may do so only during the period January 1 - January 31 of each year.

13.05 (a) The Employer is responsible at all times for the enrolment and the proper remittance and payment of premiums to the insurance carrier(s).

- (b) Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and conditions of the insurance policy contract and any legislation which may apply.

The Union shall be supplied with a copy of the policy with the insurance carrier(s).

- (c) All employees covered by the insurances shall be supplied with a copy of a booklet as provided by the insurance company, outlining the coverage to which they are entitled.

- (d) The Employer shall change insurance carriers only in mutual consultation with the Union. The insurance carrier shall at least be reviewed at the time of negotiation of the collective agreement.

ARTICLE 14 - SICK LEAVE

- 14.01 (a) After completion of probation, employees shall be entitled to accumulated sick leave at the rate of seven and one-half (7 1/2) hours for every one hundred and fifty (150) hours worked to a maximum of three hundred and seventy-five (375) hours for full-time employees, and to a maximum of ~~two~~ two hundred and twenty-five (225) hours for part-time employees. Sick leave benefits shall not apply to employees working twenty-five (25) hours or less biweekly.
- (b) An employee off work due to illness and entitled to sick pay shall have her sick leave bank depleted by the number of hours she was scheduled to work.
 - (c) Months of employment include vacation days, leave of absence with pay, sick leave, and time on Workplace Safety Insurance benefits.
 - (d) An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period, or until her accrued sick time hours are depleted.

- (e) An employee off work due to illness and entitled to sick pay shall not engage in any gainful employment during the time she is off work. An employee who violates this rule will forfeit all seniority rights and is subject to dismissal.
- (9) An employee who becomes ill or is injured during working hours shall be paid a minimum of one-half (1/2) shift. She shall be paid the full shift if the employee has to leave during the second half of the shift.

14.02 If an employee is absent from work because of an injury that is compensable under the ***Workplace Safety and Insurance Act***, she shall not lose any accumulated sick days. An employee will be required to refund to the Employer any sick days paid out while waiting for Workplace Safety and Insurance benefits, and sick days will be adjusted accordingly.

14.03 No sick leave shall be paid if a third party is paying income allowance (e.g., Workplace Safety and Insurance, insurance pay for injuries suffered in an automobile accident). An employee will be required to refund to the Employer any sick days paid out while waiting for benefits and sick days will be adjusted accordingly.

ARTICLE 15 - ABSENCE FROM WORK AND REPORTING

- 15.01 If an employee is unable to report for work, she shall give the Employer a minimum of four (4) hours notice. In case of day shift work, this time element shall be a minimum of one and one half (1 1/2) hours. If notice is not given within the required time, the employee shall not be entitled to her sick pay for the first day of illness.
- 15.02 An employee who is off work due to illness or injury for a short term must inform the Employer twenty-four (24) hours in advance of her scheduled shift that she will return to work. In case of a long-term absence, she must inform the Employer forty-eight (48) hours in advance of her scheduled shift that she will return to work.

Short-term absence in this Article shall mean less than eight (8) calendar days.

Long-term absence in this Article shall mean eight (8) calendar days or more.

An employee may be required to obtain a doctor's certificate upon return to work after an illness that lasts longer than two (2) days.

- 15.03 Every employee shall be required, annually, upon or near the first anniversary of their previous declaration, to confirm in writing to having an annual physical examination and to being free from active tuberculosis or other communicable diseases.

**ARTICLE 16 - LEAVES OF ABSENCE
AND BEREAVEMENT LEAVE**

- 16.01 (a) The Employer may grant a leave of absence without pay and benefits to any employee. A request for a leave of absence shall not be unreasonably refused, unless it impinges upon the efficient operation of the Home. A leave of absence shall only be granted as long as there are a sufficient number of employees to cover the shifts so that the Employer shall not be placed in a position to pay overtime.
- (b) An employee who wishes to have a leave of absence, including a limited extension to a scheduled vacation period shall, except in cases of emergency, state her request in writing four (4) weeks prior to the commencement of the requested leave of absence to her supervisor. The request shall include the commencement date of the requested leave of absence, the return date to work and the reason for the request. Leaves of absence **will** not be granted to probationary employees.
- 16.02 Employees who are on leave of absence will not engage in gainful employment elsewhere. An employee who violates this rule will forfeit all seniority rights, and may be dismissed by the Employer.

16.03 An employee who overstays her leave of absence shall be considered to have terminated employment, unless she has obtained permission from the Employer or provided the Employer with a satisfactory explanation.

16.04 An employee on a leave of absence shall become responsible for total payment of any insurances or premiums on the first day of the following month after the commencement of the leave of absence. The employee becomes responsible for total payment for the full month. The Employer shall become responsible for payment only on the first day of the month following the return to work. On the first day of the month following the commencement of the leave of absence the following benefits will cease for the length of the leave of absence:

uniform allowance
holiday pay
accrual of sick day credits

16.05 Seniority shall stop accumulating when a leave of absence exceeds three (3) months.

16.06 For the purpose of mourning at the time of a death, an employee shall be granted bereavement leave as follows:

(a) In the case of the death of a spouse or child, five (5) working days with pay.

(b) In the case of the death of a parent, brother or sister, mother-in-law, father-in-law, grandparents, sister-in-

law, brother-in-law, and grandchild, three (3) working days with pay.

- (c) In the case of the death of an uncle, uncle-in-law, aunt, aunt-in-law, nephew, niece, grandmother-in-law, grandfather-in-law, one (1) working day leave with pay to attend the funeral.

16.07 Pay shall be at the employee's regular rate and shall only be for the time the employee was scheduled to work.

16.08 An additional leave of absence, without pay, may be granted by the Employer.

16.09 If an employee attends the funeral of a member in the immediate family (as specified in 16.06) while being on sick leave, the bereavement leave will not be charged against accumulated sick leave.

16.10 **Maternity Leave, Adoption and Parental Leave**

The following is intended only as a summary of the ***Employment Standards*** Act provisions pertaining to Pregnancy and Parental Leave. In all cases of dispute the provisions of the Act will determine the outcome.

- (a) An employee who is pregnant, or who comes into custody, care and control of a child for the first time is entitled to leave for a period of up to seventeen (17) weeks in accordance with the ***Employment Standards*** Act as amended. The employee must have been

employed for at least thirteen (13) weeks to qualify for such leave.

- (b) The employee shall normally give the Employer two (2) weeks notice in writing of the date she intends to commence the leave and shall provide the Employer with a certificate from a legally qualified medical practitioner giving the estimated day upon which delivery will occur in his opinion in the case of the maternity leave.
- (c) Where an employee intends to return to work sooner than (or later than) her original date of return, she shall give the Employer at least four (4) weeks written notice of such intention.

It is understood however, that in no case will a maternity or adoption leave exceed a total of 17 weeks, except as noted in 38(2) of the *Employment Standards Act*.

- (d) An employee who has been employed for at least thirteen (13) weeks is entitled to a parenting leave of up to eighteen (18) weeks beginning with the termination of the maternity leave, or the leave resulting from coming into the custody, care and control of a child for the first time in case of the mother. In the case of the other parent who has been employed for at least thirteen (13) weeks, the parenting leave of up to eighteen (18) weeks must commence no more than thirty-five (35) weeks after

the day the child is born or comes into the custody, care and control of the parent for the first time. The employee must give the Employer at least ~~two~~ (2) weeks written notice of her intent to commence such leave.

- (e) The Employer may require the employee to commence her maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.

(9) It is understood that the above provisions are subject to Article 16.04

- 16.11 (a) The Employer shall grant a one (1) day leave of absence, without pay, per calendar year, for each steward for the purpose of attending steward courses and seminars approved by the Union for a maximum of four (4) stewards. The Union will make every effort to provide the Employer with one (1) month's advance notice.
- (b) The Employer shall monthly remit to the Union, together with the remittance of union dues, two cents (\$0.02) per hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question.

The Union will deposit these education fund monies in a jointly trustee Education Fund, the purpose of which is to pay for employee seminars and workshops, including wage **loss** payments, travel and accommodation costs. Such seminars and workshops will deal with topics such as:

- Long-term Care issues affecting the Employer and employees;
- Health and safety training;
- Instruction in progressive labour relations practices;
- Other courses as outlined in the Union's brochure.

The Employer may send administrators, supervisors or other non-bargaining unit persons to such seminars or workshops at its own expense, including the payment of a registration fee equivalent to the per person cost of the seminar or workshop.

16.12

Employees may be granted an Educational Leave for a period of ten (10) months for work-related purposes as set out in the Administration Manual 20-02-14.

ARTICLE 17 - WORKPLACE SAFETY AND INSURANCE

17.01 Where an employee is absent due to illness or injury that is compensable by Workplace Safety and Insurance, the following shall apply:

- (a) The Employer shall continue to pay all health and welfare benefits for a period of one (1) year from the date of injury.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, providing the employee pays the total cost of the premiums to the Employer for each monthly period during the absence, before the fifteenth (15th) day of the month prior to the month for which coverage is required. Failure to provide such payment by the time specified shall result in the cessation of such coverage.
- (c) An employee will not ~~be~~ eligible for paid holidays, sick leave, or any other benefits mentioned in this Agreement during any absence covered by Workplace Safety and Insurance, except where specified otherwise. An employee's absence during which she receives Workplace Safety and Insurance benefits shall be considered as time worked only for the purpose of calculating vacation entitlement, provided the employee returns to work within fifty-two (52) weeks after the injury or illness occurred.
- (d) If the anticipated length of an absence due to a compensable accident is two (2) months or more, the Employer will post notice of the vacancy in accordance with the job-posting procedure in this Agreement. An injured employee shall have a period of two (2) years within which she shall retain seniority; within these two (2) years she shall have the right to return to work, but

only if she provides a statement from her doctor indicating to the Employer that she has the physical capacity to fully perform her normal function.

- (e) If an employee returns to work within a two (2) year period, she shall regain her former position or its equivalent without **loss** of seniority or benefits accrued to the date of injury. In such a case, the returning employee will displace the employee with the least seniority in the category to which the former is returning.
- (f) If, in the opinion of a relevant medical specialist(s), the employee who returns to work within a two (2) year period is capable only of performing work of a different kind or of a lighter nature and such work is available in a classification mentioned in this Agreement, the employee may, if she is suitable and capable, exercise her seniority and displace another employee with less seniority in the classification.

ARTICLE 18 - UNIFORM ALLOWANCE

- 18.01 Kitchen staff shall be provided with aprons free of charge, if such aprons must be worn during work.
- 18.02 Upon completion of probation, employees shall be entitled to a monthly uniform allowance to be paid by separate cheque on July 1 and December 1 of each year, as follows:

Full-time employees - \$11.50
Part-time employees - \$ 5.75

Uniforms will be supplied for maintenance and janitorial workers in lieu of uniform allowance as per agreed upon policy.

- 18.03 The employees required to wear safety boots shall be reimbursed the cost of one **(1)** pair of safety boots annually to a maximum of one hundred and thirty dollars (\$130.00).

ARTICLE - A ASSISTANCE
TUITION AND TRANSPORTATION

- 19.0 (a) The Employer may assist employees to attend training programs outside their regular working hours, where such training relates to work within their classification. Such assistance may include reimbursement for tuition for textbooks and necessary course materials. Attendance at any workshop, seminar or program is to be solely at the discretion of management.
- (b) Employees required by the Employer to attend courses will be reimbursed for all direct costs, (including books, tuition) associated with such courses, on presentation of receipts.

(c) Employees who are reimbursed by the Employer for tuition costs shall be subject to the following schedule for re-paying the Employer for tuition paid:

- i) Employees who leave within the first year, 75%.
- ii) Employees who leave within the second year, 50%.
- iii) Employees who leave within the third year, 25%.
- iv) Employees who leave after the third year, 0%.

19.02 The Employer shall reimburse an employee on jury duty for all work time lost. The employee must provide the Employer with a signed document from the clerk of the court, stating the time in attendance and the amount of payment received from the court, and the Employer shall deduct such payments from the employee's wages.

The employee may keep any monies paid by the court reimbursing her for travel.

19.03 It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.

19.04 An employee shall be paid twenty-seven cents (\$0.27) per kilometer for authorized use of a personal vehicle on behalf of the Employer.

19.05 Except in the case of an emergency, employees shall not be required to transport residents. In any event, the Employer shall assume legal liability during this time.

19.06 No staff meetings are to be scheduled during employees' lunch breaks. A letter of reference will be filed with the union stating that attendance at in-services will not be part of an employee's review, providing the legal minimum is attended. As much as possible, in-services will be held on all shifts.

**ARTICLE 20 - GRIEVANCES, DISCHARGE,
SUSPENSION AND WARNING**

20.01 Any claim by an employee that she has been unjustly dealt with will be subject to the grievance procedure.

20.02 When the conduct or performance of an employee calls for a warning by the Employer, the warning shall be a written one and a copy of this warning shall be forwarded immediately to the stewards and the Union.

20.03 Within five (5) workdays following a warning, suspension or discharge, the employee involved (provided she has completed the probationary period) may together with a Union representative discuss with the Employer the reasons for the warning, suspension or discharge. Within five (5) workdays following this discussion, the Union may process the complaint via step 2 of the grievance procedure.

20.04 Letters of warning or discipline shall be removed from an employee's file and record eighteen (18) months from the date of issue.

20.05 An employee or management may request the presence of a steward at any meeting with management where a warning, suspension or discharge is to be issued.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her immediate supervisor an opportunity to adjust the complaint. Any complaint shall be discussed with the supervisor concerned within five (5) workdays after the circumstances giving rise to the complaint occurred or originated.

If the supervisor is unable to adjust the complaint to mutual satisfaction within five (5) workdays, the employee may proceed with the grievance procedure at step 1 within five (5) workdays after the decision of the supervisor.

The parties to this Agreement recognize the stewards and the CLAC Representatives as the agents through which employees shall process their grievances.

21.02 The reference to days excludes Saturdays, Sundays and public holidays. Time limits mentioned in this Article may be extended on consent of both parties.

21.03 The Employer or the Union shall not be required to consider or process any grievance which arises out of any action or

condition more than five (5) workdays after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, the limitation period shall not begin to run until the action or condition has ceased.

21.04 A "Group Grievance" is defined as a single grievance, signed by a steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

21.05 A "Policy Grievance" is defined as a difference between the parties relating to the interpretation, application or administration of this Agreement. A policy grievance may be submitted by either party at step 2 of the grievance procedure. A policy grievance shall be signed by a CLAC Representative and submitted to the Employer. A policy grievance submitted by the Employer shall be signed by the Employer or his representative.

21.06 Step 1

An employee having a grievance must, accompanied by a steward or a CLAC Representative, submit the grievance to her supervisor in writing. The nature of the grievance, the remedy sought, and the section(s) of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The supervisor will deliver her

decision in writing within five (5) workdays after receipt of the grievance. Failing settlement, the next step of the grievance procedure may be taken.

Step 2

Within five (5) workdays following the decision under step 1 (or the day on which this decision should have been made) the grievance must be submitted in writing to the Employer, to be discussed at a meeting between the *grievor*, the Employer and a Union Representative within five (5) workdays of receipt of the grievance. The Employer shall give a written disposition within five (5) workdays of the day of the meeting, copies to be sent to the Union Representative. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply at step 2 is given. If no request for arbitration is received within such fourteen (14) day period, the grievance shall be deemed to be abandoned.

ARTICLE 22 - ARBITRATION

- 22.01 (a) If the parties fail to settle the grievance at step 2 of the grievance procedure, the grievance **may** be referred to arbitration as follows.
- (b) The parties may, by mutual agreement, refer the grievance to mediation prior to or in conjunction with the arbitration process outlined below. The cost of

such mediation shall be shared equally among the parties.

22.02 The party requiring arbitration must serve the other party with written notice of the desire to arbitrate within fourteen (14) days after receiving the decision given at step 2 of the grievance procedure.

22.03 If a party wishes to arbitrate a dispute, it shall indicate whether it wishes to have this done by a board of arbitration or by a sole arbitrator.

If the party serving the notice opts for a board of arbitration, the two parties shall each nominate an arbitrator within seven (7) days, and each shall notify the other party of the name and address of its nominee. The two arbitrators so appointed shall jointly select a chairman. If they are unable to agree on the selection of a chairman within seven (7) days of their appointment, either party to the dispute may request the Minister of Labour to appoint a chairman.

The decision to opt for a sole arbitrator shall be arrived at by mutual consent. If agreement is reached to select a sole arbitrator the parties shall meet to select the sole arbitrator. Failure to reach agreement on selection of this sole arbitrator shall result in a request to the Minister of Labour to appoint same.

All references in this Article to a board of arbitration shall equally apply to a sole arbitrator.

- 22.04 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as chairman of an arbitration board or as sole arbitrator.
- 22.05 The decision of a majority is the decision of the arbitration board but if there is no majority, the decision of the chairman of the arbitration board governs.
- 22.06 Notices of desire to arbitrate a dispute and of nomination of an arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 22.07 If a party fails to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with this Article, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 22.08 The arbitration board is to be governed by the following provisions:
- (a) The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or employer affected by it;

- (b) The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
- (c) The board shall not have the power to alter or amend any of the provisions of this Agreement;
- (d) The parties and the arbitrator shall have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of a grievance;
- (e) The board shall have the power to amend a grievance and to modify penalties;
- (f) The board shall have jurisdiction to determine whether a grievance is arbitrable.
- (g) The board shall determine the real issue in dispute according to the merits and **shall** make whatever disposition it deems just and equitable;
- (h) Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the chairman of the board, plus the cost of its nominee.

ARTICLE 23 - DURATION

23.01 This Agreement shall be effective on the first (1st) day of July, two thousand and two (2002), and shall remain in

effect until the thirtieth (30th) day of June, two thousand and five (2005), and for further periods of one (1) year unless notice shall be given by either party of the desire to delete, change or amend any of the provisions contained herein within the period of ninety (90) days prior to the renewal date. Should neither party give such notice, this agreement shall renew itself for a period of one (1) year.

SIGNED:

the "Employer"

the "Union"

Armin Kalender

[Signature] J. DeWitt

Lillian Cozice, O. Zomer

[Signature]

Dated at Brampton, ON this 1st day of November, 2002.

SCHEDULE "A"

Classifications and Hourly Rates

Classifications		July 1/02	July 1/03	July 1/04
Security Guard	Start	11.57	11.95	12.31
	After Prob	11.75	12.13	12.50
	One Year	11.90	12.29	12.66
	Two Years	12.08	12.46	12.84
	Three Years	12.26	12.65	13.03
Attendant	Start	13.36	13.78	14.18
	After Prob.	13.57	13.99	14.40
	One Year	13.77	14.19	14.61
	Two Years	14.10	14.53	14.96
	Three Years	14.42	14.86	15.29
Aid -Dietary Housekeeping -Laundry -Nursing	Start	13.89	14.32	14.74
	After Prob.	14.23	14.66	15.09
	One Year	14.54	14.98	15.42
	Two Years	14.89	15.34	15.78
	Three Years	15.25	15.70	16.15
Janitor	Start	14.11	14.54	14.96
	After Prob.	14.42	14.86	15.29
	One Year	14.79	15.23	15.67
	Two Years	15.13	15.58	16.02
	Three Years	15.46	15.92	16.37

Painter	Start	15.56	16.02	16.47
	After Prob.	16.03	16.50	16.96
	One Year	16.25	16.72	17.19
	Two Years	16.45	16.93	17.40
	Three Years	16.71	17.20	17.68
Maintenance	Start	16.07	16.54	17.01
	After Prob.	16.54	17.02	17.50
	One Year	16.76	17.24	17.72
	Two Years	16.96	17.34	17.93
	Three Years	17.23	17.72	18.21
	Four Years	17.74	18.24	18.74
Certified Foodservice Worker	Start	14.09	14.52	14.94
	After Prob.	14.43	14.86	15.29
	One Year	14.74	15.18	15.62
	Two Years	15.09	15.54	15.98
	Three Years	15.45	15.90	16.35
Health Care -Activity Aid -Vol. Ast. Co.	Start	14.52	14.96	15.38
	After Prob.	14.99	15.43	15.87
	One Year	15.33	15.78	16.22
	Two Years	15.66	16.12	16.57
	Three Years	16.02	16.49	16.95
Cook II	Start	14.84	15.28	15.72
	After Prob.	15.36	15.82	16.26
	One Year	15.68	16.15	16.60
	Two Years	16.03	16.50	16.96
	Three Years	16.38	16.85	17.33

Cook I	Start	15.62	16.08	16.54	
	After Prob.	16.02	16.49	16.95	
	One Year	16.34	16.81	17.28	
	Two Years	16.68	17.16	17.64	
	Three Years	17.06	17.55	18.04	
Registered Practical Nurse	Start	16.89	17.37	17.86	
	After Prob.	17.38	17.87	18.37	
	One Year	17.68	18.18	18.69	
	Two Years	18.04	18.55	19.06	
	Three Years	18.36	18.87	19.39	
	Four Years	19.16	19.67	20.19	
	Five Years	19.96	20.47	20.99	
Graduate Nurse	Start	20.99	21.57	22.14	
	After Prob.	21.35	21.92	22.41	
Student		12.04	12.44	12.61	
Classifications		July 1/02	July 1/03	July 1/04	May 1/05
Registered Nurse	Start	18.68	19.06	19.75	20.50
	After Prob.	18.98	19.36	20.05	20.80
	One Yr	19.60	19.98	20.55	21.30
	Two Yrs	20.36	20.74	21.50	22.25
	Three Yrs	21.41	21.79	22.25	23.00
	Four Yrs	22.45	22.83	23.50	24.25
	Five Yrs	23.50	23.88	24.50	25.25
	Six Yrs	24.03	24.41	25.75	26.50
	Seven Yrs	25.61	25.99	26.95	27.70
	Eight Yrs	26.26	26.64	28.75	29.50
Nine Yrs	28.00	29.37	30.50	32.00	

The registered nurse who is in charge of the facility on each shift shall receive an allowance of six dollars (\$6.00) per day or afternoon shift worked, and nine dollars (\$9.00) per night shift worked. (This shall pertain to days when the Assistant Director of Care (ADRC) and the Director **of** Resident Care (DRC) are not available, e.g., weekends, and to the person in charge on the afternoon shift and night shift.)

Student Definition

A student is defined as a person who attends **school** full-time, and not over the age of twenty (20) years.

Students are not entitled to receive the premium in lieu of benefits.

(If there are students presently employed who exceed this amount, they will be red circled.)

Note:

Union dues are calculated according to the following scale:

Full-time employees - (those who work 45 hours or more bi-weekly)

- one times the hourly rate **of** pay

Part-time employees - (those who work less than 45 hours **bi-weekly**)

- $\frac{3}{4}$ times the hourly rate **of** pay

LETTER OF UNDERSTANDING#1

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

It is understood that if alternate procedures are in place in various locations of the facility, these will continue. The parties agree to continue the Master Schedule through the statutory holidays. Further, it is agreed that departments or classifications that want to adjust for weekends off etc. can do so through the existing shift exchange provisions of the Collective Agreement. If, however, difficulties arise with these procedures, the following will apply:

The parties agree that the following conditions will apply to the Master Schedules.

1. Master Schedules will be in place in all Departments.
2. The Employer will endeavour to schedule full-time and part-time employees according to their Master Schedules.
3. Exceptions will be made for the scheduling of statutory holidays, vacation time and Christmas/New Year scheduling. As much as possible employees will be scheduled to work

every other holiday (including the employee's vacation time). Christmas and New Year will be done according to the collective agreement (alternating from year to year) if the employees' requests cannot be granted. Should the statutory holiday fall within the vacation time, it is considered a statutory holiday.

4. Part-time employees will be filled in for additional available shifts.
 - a) in the dietary department: by seniority within the classification. Part-time dietary employees hired prior to January 1, 1990 will receive scheduled hours on a ratio of two (2) to one (1) to employees who commenced work after January 1, 1990.
 - b) in all other departments: by seniority.
5. All employees scheduled less than ten (10) shifts will be requested at the beginning of the summer vacation period to indicate on a posted sheet whether they wish to be scheduled for extra scheduled time during the summer months.

The Employer will fill in on call employees and summer help for all shifts left over, after the requests have been filled.

The parties agree that, in addition to the provisions of the collective agreement, the following will apply to Call-In Provisions:

1. The call-in list will be in order of seniority. Part-time employees and employees scheduled for less than ten (10)

shifts shall be available for call-in on two out of the three shifts. Employees are to indicate for which shifts they will be available. If a call-in is necessary for a short shift, the employee working shall be offered the full shift, and the call-in shall be for the short shift.

2. If an employee refuses a call-in six (6) times in a three (3) month period, s/he shall be taken off the call-in list for a period of three months. S/he will also not receive extra scheduled time, until s/he has made a commitment to the home to work call-in shift.
3. In case of answering machines, a message stating time and date should be left on the machine. It is understood that the home continues in its attempt to fill the shift, and only if the employee calls back prior to the shift being filled will s/he receive the call-in.

It is agreed that this letter will remain in place unless either party wishes to review or alter the contents.

SIGNED:

the "Employer"

the "Union"

John Kalmanow

J. Sullivan

M. [Signature]

Lilian Cozier

Vernon M. Jackson

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING#2

between

HOLLANDCHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

It is understood that during the period June 15th to September 1st (prime time), employees shall be entitled to take a maximum of three (3) consecutive calendar weeks of vacation at one time per vacation year. Vacation requests approved as of April 15th cannot be switched during prime time.

_____ the "Union" *[Signature]*
Lillian Cozier
_____ *[Signature]*
W. Jackson *[Signature]*
D. Zomer
: November , 2002.

LETTER OF UNDERSTANDING #3

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Employees may request vacation time during Christmas and New Years based on the following:

1. The number of requests approved shall be limited to a minimum of:
 - a) Three (3) in Nursing, (two (2) in Faith Manor and one (1) in the Towers);
 - b) Two (2) in dietary;
 - c) Two (2) in all other departments combined.
2. The request must be filled in on the posted vacation schedule.
3. The requests shall be awarded by overall seniority on a rotating basis. This means an employee who has taken vacation time during Christmas and/or New Years shall not be

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LETTER OF UNDERSTANDING #4

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Reduction of Shifts for Full-time Employees

Full-time employees with eight (8) years of seniority working ten (10) shifts in a two (2) week period shall be allowed to reduce their work schedule by one (1) shift in a two (2) week pay period. Such reductions shall be valid for a one (1) year period and may be renewed annually.

The employee shall submit a written request to the Home and this request shall become effective not later than three (3) months after the request was given.

It is understood that the reduction shall be a week day shift only – not a weekend day.

When an employee working on such a reduced schedule leaves her position, the position will be posted without the shift reduction.

Seniority part-time employees taking these extra shifts are not eligible to receive full-time benefits, or have their status changed from part-time to full-time.

The parties agree to meet and discuss any item of concern with regards to the above, and pledge to work towards a mutually satisfactory solution of those concerns.

SIGNED:

the "Employer"

the "Union"

Amal Kalverda

M. Sheehan

Julian Cozier

Julian Cozier

Thomas M Jackson

D. Zimmerman

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING #5

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Vacation Entitlement for Registered Staff

The parties agree that all registered staff shall continue to receive their present vacation entitlement, with the exception of the following registered staff who were hired prior to January 1, 1993.

M. Dixon, G. Fina, D. LaPlante, D. Chatoori, J. Determann,
M. England, and D. Chuthbert.

These individuals will remain on the following registered staff grid:

<u>Period Worked</u>	<u>Time off</u>	<u>Vacation Pay</u>
Less than 1 year	1 ½ days per mth.	5% } .of
1 yr. But less than 4 yrs.	3 weeks	6% } annual
4 yrs. But less than 9 yrs.	4 weeks	8% } gross
9 yrs. or more	5 weeks	10% } earnings

All other registered staff shall either be red circled or receive vacation entitlement as per Article 10.01 of the Collective Agreement.

_____ the "Union" _____
_____ *J. Deshaies* _____
J. Salverda _____ *Lilian COZIER* _____
_____ *N. Jackson* _____
_____ *D. Zama* _____
_____ 1st _____ mber, 2002.

LETTER OF UNDERSTANDING#6

between

HOLLAND CHRISTIAN HOMES
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"


RE: SCHEDULING DOCTOR'S CLINIC IN TOWERS NURSING OFFICE

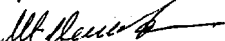
All Towers registered staff will have equal opportunity to rotate through scheduled Doctor's clinic shifts, according to their availability. For part-time employees, these will be extra scheduled shifts. A part-time employee must be given twenty-four (24) hours notice of cancellation if the shift she is scheduled to work (either with the resident Doctor, or to cover the Towers for a full-time **staff** person scheduled in the clinic) is cancelled. The employee will be scheduled the next available shift of the same function, until such time as she is compensated for her cancelled shift.


SIGNED:



the "Employer"

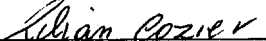
the "Union"









Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING #7

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

The parties agree that a full-time employee and her shadow may mutually agree to designate different pairs of days as their respective 'week-ends'. In this case, the following will apply:

1. The shadow will always work the days the full-time employee designated as her "week-end", and the full-time employee will work the days the shadow designated as her "week-end".
2. The agreement must be a mutual understanding between the full-timer and her shadow.
3. The agreement will be for a trial basis of three months before it is implemented.
4. After being implemented, the agreement may be reconsidered yearly.

5. The days designated as an employee's weekend shall be her scheduled weekend for the purposes of the collective agreement.

SIGNED:

the "Employer"

the "Union"

John Kalman

J. Deakin
Lillian Cozier

W. [unclear]

W. Jackson, D. Zomer

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING#8

between

HOLLAND CHRISTIAN HOMES INC.

the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA

the "Union"

The parties agree that when two employees are sharing fourteen **(14)** shifts in a seven and seven split, and one of those positions becomes vacant, the parties will discuss the possibility of creating a position with ten (10) shifts.

In the event that a position with 4 shifts or less becomes vacant, the employer will attempt to distribute the **shifts** to part-time employees, **by** seniority. It is agreed that these shifts will be assigned on a temporary basis, and may be added to create 10 shift positions if they become available in the future.

If the parties are unsuccessful in reaching an agreement on the above, then the vacant position(s) will be posted according to the posting procedure.

SIGNED:

the "Employer"

the "Union"

John Kalwerda

John J. DeLuna

Julian Cozier

Michael DeLuna

Vanessa M. Jackson

D. Zomer

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING #9

between

HOLLAND CHRISTIAN HOMES
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Due to the unique nature of the position of Volunteer Services Assistant, the following points will be considered:

1. That a mutually agreed upon regular work schedule be set.
2. That changes to the schedule be occasionally made in order to facilitate interviews with potential volunteers or to meet with volunteers who only work on evenings/weekends. (To a maximum of once per month.)
3. That the minimum number of hours per shift be flexible to reflect the number of hours assigned to this position. Occasionally, a shorter shift may need to be scheduled to accommodate a late or weekend interview. This is to be scheduled by mutual agreement.
4. That the posting of a work schedule not apply to this position, considering that point number one be followed.

5. That this agreement is valid only under current departmental management, as signed below.

SIGNED:

the "Employer"

the "Union"

John Kalwerda

Richard J. DeSantis
Lilian Cozier

Michael Jackson

Michael Jackson
O. Zorn

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING #10

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Sick leave

Employees who reach the maximum number of hours in their sick bank and who do not use any hours the following year, shall at the end of the year have placed in a special sick leave bank 50% of the annual accumulation to a total of 150 hours. If an employee uses one sick day in a year, than this provision shall not apply. These extra hours may be used for long term illnesses when these occur, after the sick day bank is depleted.

SIGNED:

the "Employer"

John Kalenda

M. U. ...

the "Union"

Lillian Cozier

V. ...

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING# 11

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Job Postings

For the purpose of filling the initial vacancies in the new facilities, all employees currently in the employ of Holland Christian Homes may apply to fill such vacancies. All such employees shall have their seniority recognized subject to Article 9.02, for the purpose of filling all initial vacancies, regardless of their classification or department.

Furthermore, the parties agree that for regular job postings, employees with ten (10) years seniority or more shall be considered for positions, subject to Article 9.02, regardless of their classification or department.

SIGNED:

the "Employer"

John Salvendy

M. Blusick

the "Union"

Lillian Cozper

Sam M. [unclear]
D. J. [unclear]

Dated at Brampton, ON this 1st day of November, 2002.

LETTER OF UNDERSTANDING #12

between

HOLLAND CHRISTIAN HOMES INC.
the "Employer"

-and-

CHRISTIAN LABOUR ASSOCIATION OF CANADA
the "Union"

Re: Maintenance Weekend Schedule

Maintenance employees shall normally be scheduled to work one (1) weekend in six (6). If there is a temporary absence the rotation may be one (1) weekend in five (5).

SIGNED:

the "Employer"

John Kalverda

M. [unclear]

the "Union"

[Signature]

Julian Cozler

[Signature]

[Signature]

[Signature]

Dated at Brampton, ON this 1st day of November, 2002.

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