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CANADA

COLLECTIVE AGREEMENT

Between

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CHELSEY PARK RETIREMENT COMMUNITY
- NURSING HOME
A DIVISION OF DIVERSICARE VI LIMITED PARTNERSHIP

And

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

FULL TIME BARGAINING UNIT

FEBRUARY 1, 2007 – JANUARY 31, 2010

13271(04)

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COLLECTIVE AGREEMENT

BETWEEN

CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
A DIVISION OF DIVERSICARE VI LIMITED PARTNERSHIP
(hereinafter referred to as the "Employer")
OF THE FIRST PART

and

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

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its employees at its nursing home in the County of Middlesex, save and except supervisors, persons above the rank of supervisor, office staff, registered and graduate nurses, persons regularly employed for forty-five (45) hours bi-weekly, or less, and students employed during the school vacation period.

ARTICLE 3 - STRIKES AND LOCKOUTS

3.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and, without limiting or restricting this right and function:
- a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the express provisions of this Agreement;
 - b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
 - c) to generally manage the Nursing Home and, without restricting the generality of the foregoing, to determine the number and location of the Employer establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines and equipment to be used; to select, control and direct the use of all materials required in the operation of the Nursing Home; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Employer, the employees, the residents and the public.
- 4.02 A claim that a right in Section 4.01 has been exercised in a manner inconsistent with any part of this Agreement may be raised as a grievance.
- 4.03 It is agreed that prior to implementing new rules and regulations, the Employer will inform the Union Committee of such rules **and** regulations.

ARTICLE 5 - UNION SECURITY

- 5.01 Neither the Employer nor the Union will discriminate against any employee because of his membership or non-membership in the Union. It is recognized that membership in the Union is a voluntary act on the part of each employee in the bargaining unit.

- 5.02 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of the CAW-Canada, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to the CAW-Canada at the following address:

CAW Local 302
520 First Street, Unit 13
London, Ontario
N5V 3C6

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

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

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

- 5.03 Such deduction with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date after the employee's date of commencing employment. This provision shall not be construed as a limitation or reduction in the length of the probationary period.
- 5.04 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 5.05 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

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

- 5.06 The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly Indemnity.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

- 6.01 The Union shall elect or otherwise select up to 6 members of the bargaining unit who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

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

The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer's premises and during the day shift during regularly scheduled working hours. Either party may request a meeting which shall be held within five (5) calendar days of the request.

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

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

The Employer agrees to schedule the Chairperson or her designate to hours devoted to union matters in conjunction with her daily or weekly regularly scheduled hours in the amount of fifteen (15) hours per month: Such additional paid time for union matters shall be in addition to such other time devoted to union matters as provided elsewhere under this agreement in preparation for an' attendance at grievance meetings, arbitration hearings and negotiations for all workplace Union representatives.

Union/management meetings will be held as required, but not more often than once every 30 days, and not less often than once every 120 days.

- 6.02 The Union and the Employer acknowledge and agree that the Union Committee and Stewards have regular duties to perform in connection with their regular working hours unless otherwise mutually agreed upon. There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement. The Union Committee and the Employer will meet at times mutually agreed upon should either feel

there is business for their consideration. Such meetings will be arranged as promptly as possible upon request of either party and will take place during working hours where possible. The party requesting such a meeting shall supply an agenda and the other party shall include its agenda items in its response.

The Union Committee and Stewards will first obtain her supervisor's permission, which shall not be unreasonably withheld, before undertaking any Union business. When such business has been completed, the Union Committee and Stewards will advise their supervisor.

- 6.03 The Union will advise the Employer in writing from time to time of the names of employees who act as Union representatives in any capacity. The Employer will provide the Union with a list of the names of its supervisors.
- 6.04 a) Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with Representatives of the Employer before and after, but not during the Conciliation process.
- b) A Steward, and where applicable, members of the Union committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

ARTICLE 7 - NO DISCRIMINATION/HARASSMENT

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

The Employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practised by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

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

Joint Commitment in Respect of Harassment

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

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

ARTICLE 8 - JOB SECURITY

- 8.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees results from such contracting out.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

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

9.02 **Complaint**

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

Step 1

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

Step 2

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting with-in five (5) calendar days of receipt of the Employer's response to discuss the grievance. The meeting shall be attended by the Union Committee and

representatives of the Employer. The Employer's response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the response it may refer the grievance to arbitration as provided below within five (5) calendar days of the receipt of the Employer's response.

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

Wes Rayner
 Randy Levinson
 Michael Lynk
 Ted Crljenica
 Gail Brent
 Steven Raymond

The parties may add to the list by mutual agreement.

- 9.04 The cost of the arbitrator shall be shared equally by the Employer and the Union.
- 9.05 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.
- 9.06 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

9.07 **Group and Policy Grievances**

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

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

9.08 **Suspension or Discharge Grievance**

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

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or

suspension of any employee within the bargaining unit.

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

9.10 **Right to have a Steward/Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee's personnel file shall have a Steward/Union Committee member present at the time such discipline is given.

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

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

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

ARTICLE 10 - WITNESSES AND INSPECTION

10.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - PROBATIONARY EMPLOYEES

11.01 A new employee will be considered on probation until after he/she has completed three hundred and thirty-seven and one half (337-1/2) hours of work.

During the probation, the Employer is free to assess the new employee's abilities and suitabilities. If, at any time during this probationary period, the Employer concludes such abilities and/or suitabilities are lacking, employment may be terminated.

The Employer may also terminate a probationary employee for any matter provided it is for just cause.

Upon completion of the probationary period of employment, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the

employee was hired by the Employer.

Probationary employees may only apply for positions within the department in which they were hired.

ARTICLE 12 - SENIORITY

- 12.01 a) Bargaining Unit seniority shall be recognized. A new employee shall be placed on his seniority list at the end of the probationary period and his respective seniority shall be dated back to the date of beginning of employment.

An employee with seniority may only be discharged for just cause.

- b) A full-time employee who transfers to a part-time position will retain seniority earned as a full-time employee.
- c) The seniority list will be revised in January and July of each year, copies of which will be posted in the various departments and a copy supplied to the Chairperson and the union office. If there are no written complaints concerning the seniority list in the 6 months following its posting, the list shall be deemed to be accurate.
- d) A part-time employee who transfers to a full-time position and successfully completes the trial period in line with section 24.04 of this Agreement, will be credited with seniority earned as a part-time employee.

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

- 12.02 In cases of promotions, demotions or transfers within the various job classifications, the following factors will be considered:

- a) Seniority
b) Skill and ability

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

Where there are applicants from both the full time and part time bargaining units, and seniority is to be determinative, then the seniority of the applicants shall be compared on the basis of 1 year of full time seniority equaling 1800 hours of part time seniority, with

lesser amounts being pro-rated, and the seniority being that as of the date the posting closed.

12.03 **Lay-off and Recall**

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

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

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

.03 **Lay-off Procedure**

In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

An employee who is subject to layoff shall have the right to either:

- a) Accept the layoff; or
- b) Displace an employee who has less bargaining unit seniority, in another classification in the bargaining unit if the employee originally subject to layoff is qualified for, and can perform the duties of the classification, without training other than orientation. Orientation will be provided as required.
- c) An employee (or employees) displaced under part (b) (ii) has the same rights, but if the employee has no other employee to displace, as set out in part (b) (ii), that employee is laid off.
- d) The decision of the employee to choose (b) (i) or (ii) above [or as applicable, part (c)] shall be given in writing to the Administrator within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

.04 Recall Rights

- a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided he has the ability and qualifications to perform the work. The posting provisions of this Collective Agreement take priority over the recall provisions. In determining the ability and qualifications of an employee to perform the work for the purpose of the paragraph above, the Employer shall not act in an arbitrary manner.
- (This applies if the position that becomes vacant is not the position from which the employee on layoff was laid off. In these circumstances, the posting provisions take priority.)
- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off.
- c) No new employees shall be hired until all those laid off have been given **an** opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- d) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three **(3)** working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to **return to work within ten (10)** working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.
- e) Employees on lay off have a right of recall to their former position, and this supersedes the posting provisions of the Collective Agreement.

Employees on lay off may apply for any posted position.

Employees on lay off, or notice of lay off, have a right to preferential consideration for temporary vacancies expected to exceed fourteen (14) days.

(This applies if the position that becomes vacant is the position from which the employee on layoff was laid off. In these circumstances, the employee is recalled, and the recall takes priority over the posting provisions.)

- f) Employees shall retain rights of recall for a period of sixty (60) months. Employees on recall are responsible for the maintenance of any skills and/or

licence to practice required for them to return to work.

.05 Benefits on lay-off

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

.06 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

.07 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

.08 Seniority Accrual

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

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

- a) voluntarily resigned, quits, retires, or is retired; or
- b) is discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or
- c) overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days for which she was scheduled to work, without a justifiable reason for the absence; or
- d) fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of her intention to return to work, or fails to return to work within ten (10) working days of the receipt of notice of recall, unless a satisfactory reason is given; or
- e) is laid-off from work for a period of sixty (60) months.

An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She

will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.

- 12.05 Seniority shall be maintained and accumulated during authorized leaves of absence, and absences due to illness or accident. The Employer may require the employee to furnish to the Employer, on or before the return to work of the employee a satisfactory medical certificate with respect to illness or accident,

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Employer may grant a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, (unless impossible), and that such leave may be arranged without undue inconvenience to normal operations. Applicants when applying must indicate the date of departure and specify date of return.

If the leave of absence is granted, the employee shall be advised in writing.

- 13.02 Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences nor absences to attend other Union educational programs. The limit does not apply to the Union Chairperson.

The Employer will pay the absent employees their regular wages, and benefits, and bill the local Union for the full cost of such wages and benefits. The local Union will promptly reimburse the Employer.

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage.

- 13.03 **Jury and Witness Duty**

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

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

13.04 **Bereavement Leave**

- a) Upon the death of **an** employee's spouse, child, stepchild or grandchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.

Upon the death of an employee's mother, father, step-parents or legal guardian, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

- b) Upon the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending the day of the funeral.
 - c) It is agreed that this leave is to apply only to where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. **If** the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
 - d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
 - e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- Note: It is understood that if **an** employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

13.05 Education Leave

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

ARTICLE 14 - BULLETIN BOARDS & PRINTING OF COLLECTIVE AGREEMENT

- 14.01 A bulletin board shall be available to the Union for the posting of Union notices.
- 14.02 The Employer shall, upon execution by the parties of a new Collective Agreement, provide on a 50/50 cost-sharing basis, a copy of the Collective Agreement in booklet form.

ARTICLE 15 - HOURS OF WORK, OVERTIME, ETC.

- 15.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.
- 15.02 The regular work shift for full-time employees shall be eight (8) consecutive hours per day which includes one-half (1/2) hour unpaid meal period.
- 15.03
- a) Employees shall receive a one-half (1/2) hour unpaid lunch or meal period;
 - b) Employees shall receive a paid thirty (30) minute rest period during each shift effective at the time to be designated by the Employer.
- 15.04 An employee who is unable to report for work because of sickness or other reasonable cause shall be expected to notify his immediate Supervisor at least three (3) hours before the start of the afternoon and night shifts and two (2) hours before the start of the day shift so that proper measures can be taken for replacement.

For the purpose of this sub-article, a day shift is a shift beginning at or after 3:00 a.m., but before 11:00 a.m., an afternoon shift is a shift beginning at or after 11:00 a.m., but before 7:00 p.m., and a night shift is a shift beginning at or after 7:00 p.m., but before 3:00 a.m. of the following day.

- 15.05 Shift schedules of two week's duration shall be posted two weeks in advance of the first effective date of the schedule. Notwithstanding, a schedule for the month of July shall be posted by June 1, and a schedule for the month of August shall be posted by July 1.
- 15.06 Work schedules shall provide for the option of employees to have at least one weekend off in two. Employees will not be scheduled to work more than six (6) days straight, between days off. In order to maintain quality of resident care, employees on preferred shifts will be required from time to time to work day shift in order that such employee may receive a refresher course in training in her area. The Employer may require a particular employee on a preferred shift to transfer to days where her performance has necessitated additional training.
- 15.07 The Union recognizes that Employer's obligations to residents will make overtime work necessary from time to time.

Therefore, the employee is expected to co-operate with the Employer by working overtime when it is assigned.

If an on duty employee or employees in a given classification is or are required to remain beyond the end of their scheduled shift such that overtime will be paid, the opportunity will be given to the most senior employee or employees in the classification. If all employees have been offered the opportunity, and the need has not been filled, the Employer may invoke mandatory overtime.

Mandatory Overtime

Mandatory overtime means a situation in which the Employer requires some or all of the on-duty employees to continue beyond the scheduled end of their duty shift, none of the employees wish to remain, and the Employer has determined some must remain.

The Employer agrees mandatory overtime will only be required where a shortage of staff is such residents would reasonably be considered to be at risk.

Mandatory overtime will be required of the junior on duty employees within the classification in which the overtime arises.

As a normal matter, no employee will be required to work more than four (4) hours of mandatory overtime, but this will not apply in the case of a major crisis, such as a pandemic.

- 15.08 Overtime shall be paid for all hours worked over seven and one-half (7-1/2) in a shift and seventy-five (75) hours in a two (2) week pay period.
- 15.09 In the event employees of their own accord, for their own personal convenience wish to change shifts with appropriately qualified other employees presently in the employ of the Employer they shall first submit such request (twenty-four (24) hours in advance of the proposed change) in writing to the Department Head for her written approval. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.
- Employees are generally expected to exchange shifts of equal duration, but employees may exchange shifts of a different duration on an occasional basis. "Occasional", in this context, means from time to time, but not on a regular basis. No employee may exchange shifts of different durations such that the employee changes their status from full-time to part-time.
- 15.10 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- 15.11 Any legitimate complaint in connection with the distribution of overtime or working on overtime days as provided in the preceding paragraphs, will be adjusted by allocating additional overtime when same is available.
- 15.12 All overtime declined by an employee shall count as overtime worked for the purpose of equal overtime distribution.
- 15.13 Employees shall report for work at their work station at their designated starting time, in proper work attire. An employee shall obtain permission from her supervisor before leaving work prior to the normal quitting time.
- 15.15 An employee who reports for work at his assigned starting time and who works less than three (3) hours on any day shall be paid at least three (3) hours straight time but this clause does not apply when the Employer is unable to provide work for the employee because of fire, lightning, power failure, storms or like causes of work stoppage beyond the control of the Employer. The Employer shall not incur any obligations under this clause where the employee has failed to keep the Employer informed of his current address and telephone number.
- 15.16 a) If an employee is called into work as a replacement for an absent employee, and

- b) the employee is called not more than one hour prior to the start of the absent employee's shift, and
- c) the employee reports for work not later than one hour after the absent employee's shift begins, and
- d) works at least five hours, then
- e) the employee will be paid for the full shift.

15.17 There shall normally be a minimum of sixteen (16) hours off between scheduled shifts of work except as may be mutually arranged between the Employer and the employee. All hours of work on a shift performed by an employee less than sixteen (16) hours from the last shift of work shall be paid for at the rate of one and one-half (1-1/2) times, except as may be mutually agreed between the Employer and employees.

15.18 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for 7-1/2 hours, notwithstanding the fact they have worked either 6-1/2 hours or 8-1/2 hours.

ARTICLE 16 - SHIFT AND WEEKEND PREMIUM

16.01 Subject to clause 15.06 employees shall have their preference of shifts in accordance with their seniority, and their ability to perform the work and providing there is a vacancy on the shifts requested. Employees will not be required to split shifts nor to work rotating shifts. A shift premium of thirty-three (33) cents per hour will be paid for each shift worked when an employee is required to work a shift other than his normal shift.

16.02 A weekend premium of 15 cents per hour worked between 11:00 p.m. Friday and 11:00 p.m. of the following Sunday, is established.

Effective December 6, 2007, the weekend premium will increase to twenty cents (20¢) per hour worked.

ARTICLE 17 - VACATIONS AND VACATION PAY

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

SERVICE AS OF THE END OF THE PERIOD IN WHICH JUNE 30 OCCURS

Up to one (1) year

one (1) year but less than three (3) years

three (3) years but less than eight (8) years

eight (8) years but less than 15 years

fifteen (15) years but less than 25 years

twenty-five (25) but less than 30 years

thirty (30) years and over

VACATION WITH PAY

Four (4) percent of gross earnings for the period worked with time off at the rate of one (1) day per month to the maximum of ten (10) working days.

ten (10) working days (2 work weeks) with pay at 4% of gross earnings for the vacation year.

fifteen (15) working days (3 work weeks) with pay at 6% of gross earnings for the vacation year.)

twenty (20) working days (4 work weeks) with pay at 8% of gross earnings for the vacation year.

twenty-five (25) working days (5 work weeks) with pay at 10% of gross earnings for the vacation year.

thirty (30) working days (6 work weeks) with pay at 12% of gross earnings for the vacation year.

thirty-five (35) working days (7 work weeks) with pay at 14% of gross earnings for the vacation year.

Effective June 30, 2008

twenty-five (25) but less than 28 years

thirty (30) working days (6 work weeks) with pay at 12% of gross earnings for the vacation year.

Twenty-eight (28) years and over

thirty-five (35) working days (7 work weeks) with pay at 14% of gross earnings for the vacation year.

- b) Employees who regularly work 66 hours or less bi-weekly shall receive vacation benefits for the vacation year as follows:

TOTAL HOURS AS OF THE END OF THE PAY PERIOD IN WHICH JUNE 30 OCCURS

0 to less than 1800 hours worked

VACATION ENTITLEMENT

4% of gross earnings for the vacation year

| | |
|---|---|
| 1800 to less than 5400 hours worked | 2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year |
| 5400 but less than 14,400 hours | 3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year |
| 14,400 hours but less than 27,000 hours | 4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year |
| 27,000 hours but less than 45,000 hours | 5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year |
| 45,000 hours but less than 54,000 hours | 6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year. |
| 54,000 hours and over | 7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year. |

Effective June 30, 2008

| | |
|---|---|
| 45,000 hours but less than 50,400 hours | 6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year. |
| 50,400 hours and over | 7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year. |

- 17.02 Vacation pay shall be paid to all employees at least two working days before their vacation period commences.
- 17.03 The time of vacations for each employee each year will be mutually arranged between employees and the Employer, provided however, that if there is a dispute over a respective vacation date between employees, seniority of employees shall be the governing factor within their respective job classifications.
- 17.04 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.
- 17.05 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides a satisfactory documentation of the illness and the hospitalization.

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

- 17.06 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of the illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the

employee's vacation shall be rescheduled after all other "first" vacation periods have been granted in accordance with Article 17.03.

17.07 **Scheduling of Vacation**

Employees may take a maximum of three weeks of their vacation entitlement during the summer months of July and August unless mutually agreed otherwise.

Requests for time off during the summer vacation period will be submitted by April 15. The Employer will confirm summer vacations by June 1.

17.08 Vacations are not cumulative from year to year and all vacation must be taken by no later than June 30th of the year following the year in which entitlement was earned.

17.09 Employees with three (3) weeks of vacation, or more, may use a week of vacation as single days.

Employees with five (5) weeks of vacation, or more, may use a further week of vacation as single days.

The number of days that would constitute a week of vacation shall be the number of days the employee would normally and customarily be scheduled to work in a seven (7) consecutive calendar day period, consistent with either the first or second week of a pay period.

Individual days of vacation will be requested in the manner set out in the Collective Agreement.

The parties are agreed that requests for weeks of vacation should take priority over requests for days of vacation, regardless the respective seniority of the individuals making the requests.

17.10 Where an employee's scheduled vacation is interrupted due to a bereavement leave, the period of such leave shall be considered bereavement leave. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 18 - PAID HOLIDAYS

18.01 a) For employees who have completed their probationary period and who regularly work more than 66 hours biweekly, the Employer shall recognize the following days as paid holidays:

New Year's Day
Good Friday

Labour Day
Thanksgiving Day

Victoria Day
 Canada Day*
 Civic Holiday

Christmas Day
 Boxing Day
 Remembrance Day

*To be observed July 1st

For employees who have completed their probationary period and who regularly work 66 hours or less, the Employer shall recognize the aforementioned as paid holidays based on the proration formula set out in Article 21.

- b) Employees during the life of this Agreement, shall receive a maximum of eleven (11) paid holidays. The eleventh shall be taken as a "floating" holiday to be chosen by mutual agreement excluding the months of December and January. The floating holiday shall be replaced by the third Monday in February if and when Heritage Day is proclaimed. Any employee who has taken his floating holiday prior to Heritage Day (if proclaimed) shall be considered to have taken his eleventh paid holiday.
- c) Upon the completion of the probationary period the employee shall be paid for any and all paid holidays for which he has not been paid which fell within the probationary period at the rate of pay that was in effect when the holiday occurred.

18.02 Employees eligible for holiday pay shall be credited with pay computed at straight time and as set out in Article 21 for the holidays referred to in 18.01.

18.03 Service to patients is essential. The Union acknowledges that the Nursing Home operates seven (7) days a week and three hundred and sixty-five (365) days a year with the result that staff must be on duty on holidays. The Union further acknowledges that the Employer must provide minimum staff in accordance with the Nursing Home Act. Where possible the Employer agrees to reduce staff for statutory holidays so long as its legal obligations are met.

18.04 a) An employee will qualify for holiday pay as per the proration formula if the employee worked his/her scheduled shift preceding and immediately following the statutory holiday, and has worked at least one (1) shift in the two (2) week period preceding the holiday. However, if an employee's absence on the regular working shift immediately prior to and/or following a holiday is due to illness or injury, as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) shift's holiday pay during any one (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days. If an employee has met the qualifiers for

statutory holiday, they are deemed to have qualified for lieu day pay.

- b) An employee on WSIB absence will not be entitled to holiday pay during such absence.
- c) If an employee has met the qualifiers for statutory holiday, they are deemed to have qualified for lieu day pay.

18.05 Subject to Article 18.04 an employee who is required to work on any of the named holidays of 18.01 will, at the option of the Employer, receive either:

- a) Pay at the rate of time and one-half the employee's regular rate for work performed on such holiday in addition to the employee's regular pay; or
- b) Pay at the rate of time and one-half the employee's regular rate for work performed on such holiday and an alternative day off with pay at the employee's regular rate, within thirty days before or thirty days following the holiday. The employee may request that the day be taken on a day acceptable to the Employer based on operational requirements. Where no agreement within the thirty days either side of the holiday, the day is to be paid out.

18.06 If one of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the Supervisor or a day's pay. These options shall be at the discretion of the Employer.

18.07 Employees who are resigning their employment are expected to give the Employer at least two (2) weeks of notice of their last day of employment.

18.08 Paid holidays should be requested at least fourteen (14) days in advance. In emergency situations, this timeframe can be less than two weeks.

ARTICLE 19 - SICK LEAVE AND DISABILITY BENEFITS

19.01 Sick leave and disability benefits are provided when personal illness or injury prevents an employee from attending work.

19.02 Employees who have completed the probationary period shall be credited with 22.5 hours of sick leave and shall then accumulate sick leave at the rate of 7.5 hours for each period of 162.5 hours paid, to a maximum of 105 hours.

Employees who are then absent because of personal illness or injury may use such earned credits, to the extent of the credits available, to continue wages for scheduled shifts lost during the first 14 consecutive calendar days of any period of sick leave or disability.

- 19.03 If absence continues, the employee shall apply for Employment Insurance sick leave benefits. Such benefits are available to a maximum of 15 weeks. The Employer will “top-up” the Employment Insurance benefits to sixty-six and two thirds percent (66-2/3%) of the employee’s straight time wages, subject to Article 19.04.

If an employee does not qualify for Employment Insurance sick leave benefits because the employee has not worked sufficient insurable hours to qualify, she may apply for the benefits set out in part 19.04. Such benefits, whether used under this provision, or under the provisions of Article 19.04 are only available to the maximum set out in section 19.04.

Effective January 1, 2008:

- the first 14 consecutive calendar days of any period of sick leave or disability will be followed by four (4) weeks of weekly indemnity, at 66-2/3%;
- then, fifteen (15) weeks of employment insurance, with a top up to 66-2/3%, would be provided;
- then, thirteen (13) weeks of weekly indemnity at 66-1/3% would be provided.

- 19.04 The Employer will pay 100% of the premium for a weekly indemnity plan. The benefit will be available as of the first day of the 18th week of continuous absence, (or as set out in 19.03) and will continue for an additional 17 weeks. The payment will be sixty-six and two thirds percent (66-2/3%) of scheduled straight time wages lost. Payments will be mailed to an employee’s home, or deposited directly to their bank account.

(Effective January 1, 2008, the plan will be amended as noted in 19.03.)

The weekly indemnity benefit is only available to an employee who has completed probation. Premium costs will prorate in accordance with the proration formula in this Collective Agreement.

Weekly Indemnity participation is voluntary for all employees, but an employee who chooses not to participate is not eligible for the Employment Insurance “top-up”.

Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

Notwithstanding the previous paragraphs;

- an employee who averages over sixty-six (66) hours paid in any six month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
- an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting.
- an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately preceding, may enrol at the commencement of the next sign up period, without evidence of insurability.

19.05 Employees with a frozen sick leave bank may use the monies in that bank to top up sick days which are otherwise not fully paid, including days paid under the weekly indemnity plan, but may not use those banks to top up benefits while the employee is receiving Employment Insurance benefits.

19.06 a) Any employee absenting herself on account of personal illness must notify the Employer on the first day of illness before the time she would normally report for duty.

b) An employee will not be required to provide the Employer with a medical certificate confirming the employees' personal illness prevents the employees' attendance at work, unless

- i) the employee has been absent for at least three (3) consecutive scheduled shifts, and the Employer has requested such certificate; or
- ii) the employee has **an** established pattern of absenteeism, **and** the Employer has given the employee written notice he or she must provide such a certificate; or
- iii) the Employer assumes the cost of the certificate

- 19.07 a) Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with the provisions of this Agreement.
- b) Subject to sub-paragraph (d) hereof, the right to sick pay shall cease upon notice of termination of employment.
- c) An employee who is unable to report for work because of sickness or other reasonable cause shall be expected to notify his immediate Supervisor at least three (3) hours before the start of the afternoon and night shifts and two (2) hours before the start of the day shift so that proper measures can be taken for replacement.

For the purpose of this sub-article, a day shift is a shift beginning at or after 3:00 a.m., but before 11:00 a.m., an afternoon shift is a shift beginning at or after 11:00 a.m., but before 7:00 p.m., and a night shift is a shift beginning at or after 7:00 p.m., but before 3:00 a.m. of the following day.

Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

- d) Subject to and in accordance with the letter regarding Sick Leave Credits, each employee actively engaged at his duties who resigns from the employ of the Home prior to retirement age, whether for reasons of illness or otherwise, or whose employment is terminated reaching normal retirement age, shall be entitled to receive the balance of his sick leave credits on the scale set forth below provided, however, the employee concerned has had at the effective date of such resignation or termination of employment at least three (3) years continuous service with the Employer.

An employee with 3 years' service to receive 15% sick leave credit subject to a maximum of 5 working days.

An employee with 4 years' service to receive 20% sick leave credit subject to a maximum of 10 working days.

An employee with 5 years' service to receive 25% sick leave credit subject to a maximum of 15 working days.

An employee with 6 years' service to receive 30% sick leave credit subject to a maximum of 20 working days.

An employee with 7 years' service to receive 35% sick leave credit subject to a maximum of 25 working days.

An employee with 8 years' service to receive 40% sick leave credit subject to a maximum of 30 working days.

An employee with 9 years' service to receive 45% sick leave credit subject to a maximum of 35 working days.

An employee with 10 years' service to receive 50% sick leave credit subject to a maximum of 40 working days.

An employee with 11 years' service to receive 55% sick leave credit subject to a maximum of 46 working days.

An employee with 12 years' service to receive 60% sick leave credit subject to a maximum of 52 working days.,

An employee with 13 years' service to receive 65% sick leave credit subject to a maximum of 58 working days.

An employee with 14 years' service to receive 70% sick leave credit subject to a maximum of 65 working days.

An employee with 15 years' service to receive 75% sick leave credit subject to a maximum of 70 working days.

An employee with 16 years' service to receive 80% sick leave credit subject to a maximum of 76 working days.

An employee with 17 years' service to receive 85% sick leave credit subject to a maximum of 82 working days.

An employee with 18 years' service to receive 90% sick leave credit subject to a maximum of 88 working days.

An employee with 19 years' service to receive 95% sick leave credit subject to a maximum of 94 working days.

An employee with 20 years' service to receive 100% sick leave credit subject to a maximum of 100 working days.

- 19.08 The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto.
- 19.09 If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the employer will pay for the certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own

physician to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 20 - HEALTH AND WELFARE AND PENSION

20.01 All health and insurance benefits premium costs paid by the employer shall prorate in accordance with the proration formula as set out in Article 21. Subject to Article 21, the employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours bi-weekly (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions:

- a) The Employer shall pay 100% of the billed rate of O.H.I.P. for all employees electing coverage.
- b) The Employer shall pay 100% of the billed rate of the Group Life Insurance Plan in the amount of \$20,000.00 term life insurance.

Effective January 1, 2008, the Employer shall pay 100% of the billed rate of Group Life Insurance Plan in the amount of \$25,000.00 term life insurance.

- c) The Employer shall pay 100% of the billed rate of a 10/20 deductible Extended Health Care Plan. In addition, within the extended health care plan there shall be provision for eye glasses to a maximum of \$140.00 per person in each consecutive two (2) year period and hearing aids prescribed by an Orolargyagologist to a maximum of \$500.00 during the lifetime of each insured person.

Effective January 1, 2008, the provision for eye glasses will increase to a maximum of \$160.00 per person in each consecutive two (2) year period. In addition, the Employer will cover the cost for eye exams every two years, and annually for diabetic employees.

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

The Extended Health Care Plan will provide for a drug card benefit, with a \$2.00 per prescription deductible, and a \$10.00 dispensing fee cap.

- d) Subject to requirements of the carrier:
 - 1 Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross Plan #9) based on the current O.D.A. fee schedule.

- ii The Employer shall contribute sixty percent (60%) of the billed premium on behalf of eligible, participating employees under the Plan in the employment of the Employer.
- e) It is agreed that no employee shall have their regularly scheduled hours reduced with the intent or result of an employee losing entitlement to benefits as provided above.
- f) The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

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

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

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

"During first twelve (12) months of coverage.

20.03 The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth.

The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.

20.04 **Maintenance of Benefits**

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

- a) on sick leave, until accumulated sick leave credits have been paid in full or

for six months, whichever is greater; or

- b) receiving Workplace Safety and Insurance Board benefits for an absence of up to 12 months. This change shall not apply to any employees absent on Workplace Safety and Insurance Board benefits on that date.

20.05 **Absence, and the Implications for Health & Welfare Benefits**

While an employee is absent because of compensable injury, and receiving Workplace Safety and Insurance Act (“WSIA”) benefits, then for one year following the date of the injury, and provided the employee pays her share, if any, of the premiums, the employer will pay its share of the premiums for the health and welfare benefit plans in which the employee was participating at the time the employee was first absent. After one year, if the employee remains absent, and continues to receive WSIA benefits, the employee can continue to participate in the health and welfare benefit plans for an additional year, provided the employee pays the premiums for the plans.

While an employee is absent because of pregnancy or parental leave, then the employer will pay its share of the premiums for the health and welfare benefit plans in which the employee was participating at the time the employee was first absent, in accordance with the relevant provisions of the collective agreement article dealing with pregnancy and parental leave.

While an employee is absent because of lay off, then the employer will pay its share of the premiums for the health and welfare benefit plans in which the employee was participating at the time the employee was first absent, in accordance with the relevant provisions of the collective agreement article dealing with layoff. After three months, if the employee remains absent, and is not employed elsewhere, the employee can continue to participate in the health and welfare benefit plans for an additional nine (9) months, provided the employees pays the premiums for the plans.

While an employee is absent on sick leave, then the employer will pay its share of the premiums for the health and welfare benefit plans in which the employee was participating at the time the employee was first absent, until accumulated sick leave credits have been paid in full, or for six (6) months, whichever is greater. After six months, if the employee remains absent, and sick, the employee can continue to participate in the health and welfare benefit plans for an additional six (6) months, provided the employee pays the premiums for the plans.

While an employee is absent on paid leave, (which for clarity, includes vacation pay) then the employer will pay its share of the premiums for the health and welfare benefit plans in which the employee was participating at the time the employee was first absent, provided the employee pays her share, if any, of the premiums for the plans.

While an employee is absent on **an** approved unpaid leave, then for the first thirty days of such leave, the employer will pay its share of the premiums for the health and

welfare benefit plans in which the employee was participating at the time the employee was first absent, provided the employee pays her share, if any, of the premiums for the plans. After thirty (30) days, if the employee remains absent on an approved unpaid leave the employee can continue to participate in the health and welfare benefit plans for an additional eleven (11) months, provided the employee pays the premiums for the plans.

In any other circumstance, or at the expiry of any specified period of time during which the employee is paying, the employee is no longer eligible to participate in the health and welfare benefit plans until the employee returns to active employment.

20.06 **Health and Welfare Benefits Grievances**

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

- a) The Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. A copy of the grievance shall be forwarded to the insurers.
- b) Within 10 days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limits, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call, receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- f) The arbitrators for this process shall be:

Randy Levinson
Steven Raymond

Or such other Arbitrator as the parties may agree upon.

- g) The arbitrator shall render a decision within 10 days of completion of the

hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

- h) The fees and expenses of the arbitrator shall be shared equally by the Insurer and the Union.
- i) It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process.
- j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- l) If in the opinion of either party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of both parties the grievance shall be transferred to the ordinary grievance/arbitration process.

20.07 **The Nursing; Homes and Related Industries Pension Plan**

"Plan" means the Nursing Homes and Related Industries Pension Plan, being a multiemployer plan.

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

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

All other payments, premiums allowances etc. are excluded.

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

- 20.08 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

20.09 The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

20.10 The Union acknowledges and agrees that other than making its contributions to the plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amounts specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

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

The information required to be provided by the Employer may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the employer providing such information at reasonable cost to the Plan. If the Administrator and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or auditors, shall be retained at the expense of the Plan to obtain such information from the employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the employer, it being understood that any additional costs of such requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 20.10 of the agreement are:

A. To be Provided Once Only at Plan Commencement

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

B. To be Provided with each Remittance

Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings

C. To be Provided Once, and if status Changes

Address to be provided to the Home
 Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
 Marital Status

- 20.12 An employee, at age 70, can no longer contribute to the pension plan, and the Employer will instead pay an amount equal to the contributions it would otherwise make directly to the employee, or at the employee's request, to a non-registered retirement savings plan.

ARTICLE 21 - PRORATA BENEFITS**21.01 Proration Formula**

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

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

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

Hours paid in calculating proration formula will include W.S.I.B. and W.l.

When an employee is on:

- A. Maternity leave,
- B. Adoption leave;
- C. Approved leave of absence in excess of thirty (30) continuous calendar days;

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

- 21.02 Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

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

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

21.03 **New Hires**

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

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

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

- 21.04 Those employees who choose to reduce their hours (as a previously agreed local issue) will be pro-rated **as** set out in the Collective Agreement.

There will be no other change in the language for pro ration for full time employees, or in the Employer's practices for the life of the Agreement.

ARTICLE 22 - UNIFORM ALLOWANCE

- 22.01 The Employer agrees to provide uniforms required to be worn or in the alternative pay a monthly uniform allowance of nine dollars (\$9.00).

Effective January 1, 2008, the uniform allowance will increase to ten dollars (\$10.00).

The Employer will supply maintenance workers with a winter coat.

ARTICLE 23 - PREGNANCY AND PARENTAL LEAVE

23.01 Pregnancy & Parental Leave

The following Article applies to all pregnancy leaves, and parental leaves where:

- a) your child was born on or after December 31, 2000, or
- b) the child first came into your care on or after December 31, 2000.

See the Employment Standards Act for exact definitions, or for the application prior to December 31, 2000.

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

23.02 Pregnancy Leave

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

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

- (b) Pregnancy leave shall be granted **as** a right.
- (c) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 23.10: Parental Leave.

- (d) Notwithstanding article 23.02 (b) above, an employee must complete 10 months

of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of employment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

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

Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

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

- 23.03 An employee who does not apply for leave of absence under Article 23.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 23.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 23.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are

required, the Employer shall deduct these amounts from the SUB payments.

- 23.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- 23.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 23.05.
- 23.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 23.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 23.09 Upon expiry of seventeen (17) weeks pregnancy leave, **an** employee may immediately commence parental leave, as provided under Article 23.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

23.10 **Parental Leave**

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "Parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave would normally begin immediately after pregnancy leave expires. Parental leave will be granted

for up to thirty five (35) weeks, if the employee has taken pregnancy leave, or thirty seven (37) weeks, if the employee did not take pregnancy, and shall, in all cases be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

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

Parental leave ends thirty five (35), or thirty seven (37) weeks, as the case may be, after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 23.10 Parental Leave, the provisions under 23.01, 23.04, 23.05, 23.06, 23.07, 23.08, and 23.09 shall also apply.

Supplementary Unemployment Benefit (SUB) Plan

Effective January 1, 2006, and for leaves beginning on or after that date, a Supplementary Unemployment Benefit (SUB) Plan for parental leave will be provided, with these points:

- The benefit will be available upon the completion of any waiting period, and will continue for the lesser of the duration of the leave, or ten weeks.
- The benefit will be the equivalent to the difference between 66-2/3% of the employee's regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of EI benefits will not exceed 66-2/3% of the employee's normal weekly earnings.
- The other provisions will be in accordance with the maternity leave SUB Plan set out in the Collective Agreement.

ARTICLE 24 - POSTING NOTICES OF VACANCIES

- 24.01 (a) (i) The Employer shall post all permanent vacancies for classifications listed on Schedule "A" and for new positions which fall under the scope of this collective agreement. The posting will include the classification, shift and start rate and will remain on the bulletin boards for a period of seven (7) days in order to give eligible employees an opportunity to bid for the position. Applications for such posted vacancies will be accepted from members of both the full time and the part time bargaining units, and such applications will be considered at the same time. Employee selection for the position will be in accordance with Article 12.02 of this Agreement.

- (ii) Notwithstanding the foregoing, full-time nurse aides holding a permanent posting may request a transfer between floors. When such permanent full time vacancy arises, and provided the individual has a permanent posting with the same number of hours as the vacancy, and is on the same shift, being days, afternoons or nights, such requests will be given first consideration, by order of seniority, prior to the posting. Presuming such a request exists, and the individual is then transferred, (as would any other individual having a request which could be accommodated), then it is the remaining vacancy which is posted.
 - (iii) Further, full-time nurse aides holding a permanent posting may request a transfer between floors. When a temporary full time vacancy arises, and provided the individual has a permanent posting with the same number of hours as the vacancy, and is on the same shift, being days, afternoons or nights, such requests will be given first consideration, by order of seniority, prior to the posting. Presuming such a request exists, and the individual is then transferred, (as would any other individual having a request which could be accommodated), then it is the remaining vacancy which is posted.
- An individual who accepts a temporary transfer in accordance with the foregoing continues in that temporary position until the temporary position ends, or the individual successfully applies for a permanent position, or transfers, in accordance with part (ii), to a permanent position. The individual cannot request a second temporary transfer, or bid for a temporary posting, while in the first temporary position.
- (iv) If an individual has requested a transfer in accordance with either part (ii) or (iii), but then declines the opportunity to do so when it arises, the individual would then be placed at the bottom of any list of individuals seeking such transfers, notwithstanding their seniority.
 - (v) Transfers may affect scheduled days and/or weekends off, or scheduled vacations, where such vacations occur in July and August. Article 24.06 will apply as if the transfer was an application.
 - (vi) The transfer process as above in part (ii) and (iii) will be utilized for full-time nurse aides, not the posting procedure in (i), specifically if such jobs are on the same shift, being days, afternoons, nights, as their current position
- (b) Only the initial job and the job created by the initial posting shall be posted for seven (7) days. Other job postings as a result of the above will be posted for five (5) days.
 - (c) The Employer agrees to post the name of the successful applicant for each position within seven (7) days of the closing of the posting. A copy will be given to a Union Committee Person.

- 24.02 The Employer shall post temporary, full-time positions that are anticipated to be of four (4) weeks duration or longer. Successful applicants are not eligible to bid on other temporary positions during the term of their current temporary assignment.
- 24.03 Employees transferred through the job posting procedure will be paid in the following manner:
- a) if the job is in a higher rated classification, the employee will be placed on the wage grid for that position at the first step on the grid which represents an increase in rate over her previous rate. She will then progress through the rates of the classification as provided in Schedule "A" in accordance with her length of service in the classification.
 - b) if the job is a lower rated classification, the employee will receive her current rate or the top rate for the new position, whichever is the lesser.
 - c) the above language will also apply to employees transferring from full-time to part-time and vice versa.
 - d) the above language will also apply to temporary postings, or call-ins for a classification other than the employee's regular classification.
- 24.04 Successful applicants will be on trial in the new position for a period of 337-1/2 working hours. Following such trial period the position will become permanent unless during the period:
- i the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - ii the Employer feels that the employee is not suitable for the position and requires that she return to her former position.
- 24.05 **Temporary Vacancies**
1. Full and part time employees will be given simultaneous consideration for temporary full-time vacancies. Selection will be based on employees who are qualified, which means they have the necessary skills and abilities and as well are willing to perform the available work. Seniority will govern **and** will be determined by calculating total staff hours worked from the last posted seniority list.

The Employer agrees to post the name of the successful applicant for each position within seven (7) days of the closing of the posting. A copy will be given to a Union Committee person.
 2. Only part-time employees can apply for temporary part-time vacancies.

3. Employees in temporary part-time vacancies may apply for temporary full-time vacancies. If they are awarded the temporary full-time vacancy they give up the temporary part-time vacancy.
 4. Only the original temporary vacancy, and two resultant vacancies, will be posted, unless a full time position is then left temporarily vacant. In that event, the postings will continue, until it is a part time position that is left temporarily vacant. The Employer can then assign the hours of that part time temporary vacancy.
 5. The successful applicant for the temporary vacancy will continue to be covered by the terms of their Collective Agreement.
- 24.06 If an employee is the successful applicant for a posting which begins in July or August, and the employee has vacation scheduled to begin in July or August, the Employer will make reasonable efforts to accommodate her vacation. The Employer may delay the effective date at which the employee begins in the new position until after the employee has returned from vacation, or in the alternative, reschedule the vacation. Notwithstanding, **an** employee may waive their right to take their vacation as scheduled, and in that case, the foregoing would not apply.

ARTICLE 25 - HEALTH, SAFETY AND ENVIRONMENT

- 25.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 25.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer representatives. The CAW will be entitled to two (2) representatives and, provided that the Union represents a majority of the employees at the work location, such additional representatives as are required to ensure the total number of CAW representatives is greater than the total number of representatives from other unions, and employees who are not represented by unions. Employees who are not represented by unions do not include management representatives.
- 25.03 At no time shall the number of company members be allowed to outnumber the amount of union members.
- 25.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be **an** Employer member. The non-management members of the committee will elect the Union co-chair.

- 25.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.
- 25.06 Without limiting the generality of the foregoing, the committee shall:
- a. ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
 - b. make recommendations for the improvement of the health and safety of workers.
 - c. recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
 - d. record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
 - e. identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or organizations (e.g., OWOSH, Workers' Health and Safety centre) respecting the identification of hazards and standards elsewhere.
 - f. The CAW representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.
- 25.07 In the event of accident or injury committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.
- 25.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.
- 25.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work days cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.
- 25.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

- 25.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.
- 25.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.
- 25.13 **National Day of Mourning**
Each year on April 28 at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job.
- 25.14 **Protective Clothing and Equipment**
The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).
- 25.15 **Lockout and Machine Guarding**
The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.
- 25.16 Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

25.17 **Employment of Disabled Workers**

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

25.18 **Injured Workers Provisions**

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or to the hospital and to her home as indicated.

25.19 **Residents Having Serious Infectious Diseases**

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

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

ARTICLE 26 - EMPLOYEE RECORDS

26.01 **An** employee shall upon written request have an opportunity to view his or her personal file in the presence of his or her supervisor. The information the employee may review will be:

- 1) Application Form
- 2) Written warnings and evaluations
- 3) Incident reports
- 4) Medical file
- 5) All disciplinary notations
- 6) All counselings

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

ARTICLE 27 - JOB SECURITY

27.01 **Work of the Bargaining Unit**

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or

reduction in hours of work of an employee in the bargaining unit.

27.02 **Full Time - Part Time Ratio**

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

ARTICLE 28 - CLASSIFICATION AND WAGES

28.01 The Employer will classify employees and will pay hourly rates in accordance with Appendix "A" attached which forms part of this Agreement. All benefits and indirect monetary entitlements for employees regularly working less than thirty-seven and one-half (37-1/2) hours per week and more than twenty-four (24) hours per week will be prorated.

28.02 The Employer agrees that employees will be paid every two weeks.

28.03 When a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the local Union. If the Union challenges the rate it shall have the right to request a meeting with the Employer within ten (10) days after receipt of notice from the Employer and endeavour to negotiate a mutually satisfactory rate for the new classification. Any change in rate shall be adjusted retroactively to the date that the new classification was first filled.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration in line with the terms of this Collective Agreement, within fifteen (15) days of the above meeting. The decision of the arbitration board shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such position and shall be retroactive to the date that the new classification was first filled.

28.04 Progression through the wage grid, (Schedule "A"), will be in accordance with length of service in the classification.

- 28.05
- a) When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive \$5.00 per shift.
 - b) When the Employer temporarily assigns a registered practical nurse additional responsibilities in the absence of a registered nurse, for a period of less than one half shift, the registered practical nurse shall receive a premium of \$4.00 per shift.

Effective December 6, 2007, when the Employer temporarily assigns a registered practical nurse additional responsibilities in the absence of a registered nurse, for a period of less than one half shift, the registered practical nurse shall receive a premium of \$6.00 per shift.

When the Employer temporarily assigns a registered practical nurse to carry out the responsibilities of a registered nurse for a period in excess of one half (1/2) shift the registered practical nurse shall receive a premium of \$8.00 per shift.

Effective December 6, 2007, when the Employer temporarily assigns a registered practical nurse additional responsibilities in the absence of a registered nurse for a period in excess of one-half (1/2) shift, the registered practical nurse shall receive a premium of \$12.00 per shift.

ARTICLE 29 - GENDER

29.01 Where used in this Agreement and where applicable, the female pronoun shall be deemed to include the male pronoun.

ARTICLE 30 - WORKPLACE SAFETY AND INSURANCE BOARD

30.01 Where an employee is absent due to illness or injury which is compensable by the Workplace Safety and Insurance Board the following shall apply:

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

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

30.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure Article 24 of this agreement. Where the

anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

- 30.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 12 and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 30.05 (a) If a full time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to two (2) full years mentioned in Article 30.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 12.01. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).
- 30.06 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.
- 30.07 **Workplace Safety and Insurance Board Challenge**
In the event that the employer challenges a Workplace Safety and Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under this sick leave plan, Article 19 .

Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the Workplace Safety and Insurance Board.

If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 19. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 31 - ERRORS ON PAY CHEQUES

- 31.01 If the Employer, through its error, underpays an employee, and the amount of the error is equal to one day's pay, or more, the Employer shall adjust the error within three business days. If the amount of the error is less than one day's pay, or the error was not the responsibility of the Employer, the error shall be adjusted on the next pay. For the purpose of this sub-article, a day is the number of hours the individual employee is regularly scheduled to work.
- 31.02 If the Employer makes an error in ~~an~~ employee's favour of any amount, the overpayment will be deducted on the next pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed over the following three (3) pay periods, unless the employee requests that it be taken in the first pay period.

ARTICLE 32 - COPIES OF DISKETTE

- 32.01 The Union will provide the Employer with a copy of the collective agreement on a computer diskette.

ARTICLE 33 - RETROACTIVITY

- 33.01 a) The increases to the wages shall be effective February 1, 2007, on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from their date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment to their remuneration. Such employees shall have a period of sixty (60) days only, from date of posting by the Employer in which to claim any adjustment to their remuneration.
- b) All retroactive payments will be made by direct deposit and an individual fully itemized statement will be provided to each employee within sixty (60) days of the date of ratification or Award for all present employees.

- c) If the Employer has not paid the retroactive payments to present employees within (60) days of the date of this Award, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

ARTICLE 34 - PAID EDUCATION LEAVE

- 34.01 The Employer agrees to pay into a special fund three cents (3¢) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the company to the following address: CAW Paid Education Leave Program, CAW Family Education Centre, R.R. #1, CAW Road 25, Port Elgin, Ontario, NOH 2C3.

The Employer further agrees that members of the bargaining unit selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) day's class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 35 - PAY EQUITY

- 35.01 The parties agree to continue the existing pay equity plan.
- 35.02 This settlement contains adjustments incorporated within the general wage increase that satisfy all outstanding obligations under that plan, and this settlement is full and final resolution of any matter arising under that plan and/or the legislation.
- 35.03 Any future government funding in respect of pay equity adjustments may be used by the employer to pay the adjustments in this settlement.
- 35.04 Any future salary adjustments will be considered to resolve any future pay equity adjustments.
- 35.05 It is agreed that the above serves only to satisfy the parties' outstanding obligation to provide for a seventy and one-half (70.5¢) cent pay equity adjustment under the terms of the existing pay equity plan.

ARTICLE 36 - RENEWAL, AMENDMENT AND TERMINATION

- 36.01 This Agreement, which supersedes any previous agreements, express or implied, shall

continue in effect until January 31, 2010, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

- 36.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 36.03 If pursuant to such negotiations, **an** agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, of the Province of Ontario and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

ARTICLE 37 – GENERAL

37.01 Reimbursement

Effective January 2008, if a registered practical nurse is employed as of January 1st, and remains employed as of the following December 31st, then the Employer will reimburse the nurse for registration fees for that calendar year in accordance with the following:

- If the nurse worked at least 250 hours, the reimbursement will be \$25.00
- If the nurse worked at least 500 hours, the reimbursement will be \$50.00
- If the nurse worked at least 750 hours, the reimbursement will be \$75.00
- If the nurse worked at least 1000 hours, the reimbursement will be \$100.00
- If the nurse worked at least 1250 hours or more, the reimbursement will be \$125.00

The reimbursement will be paid not later than February 15th of the following year.

37.02 Nursing Call-in

- i) When an employee calls in sick for a single day of illness the coverage of this shift will be done through the rotational call-in list.
- ii) When an employee calls in sick for **an** extended period of time, the Employer will first attempt to cover this shift with the part-time employees on that unit, and shift, where the call originated.
- iii) When an employee requests vacation or a lieu day the Employer will attempt to cover this shift with the part-time employees on that unit and shift where the request originated.

37.03 Other

The parties agree to discuss at labour/management certain matters and concerns regarding vacation scheduling, including the number of people off by classification, department, and full-time or part-time status. As part of these discussions, the number of employees that may be off will be established by classification, department, and full-time or part-time status, with the understanding that in extenuating circumstances, the Union will be flexible on these obligations.

37.04 Women's Advocate

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community with these and other issues.

For this reason the parties agree to recognize the role of women's advocate in the workplace. The Women's Advocate will be determined by the union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employees as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the union bulletin board. The employer agrees to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

The Women's Advocate will participate in an initial forty (40) hour training program organized by the CAW. The Employer and the Union agree to share equally the cost of pay for lost time, registration costs where necessary, transportation, meals and other reasonable expenses where necessary.

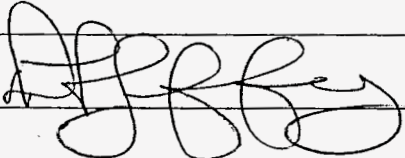
It is understood there shall be one (1) woman's advocate for both the nursing home and the retirement residence.

37.05 "Housekeeping"

The parties, in preparing the Collective Agreement, may, by agreement, make minor corrections, alterations or deletions of a housekeeping nature.

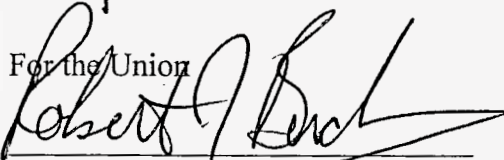
Signed at London, Ontario this 1st day of May, 2008.

For the Employer



Suzi Halsta

For the Union



Robert J. Brock

LETTER OF UNDERSTANDING

between

CHELSEY PARK OXFORD

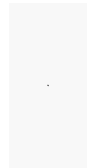
- and -

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

UNION LEAVE OF ABSENCE PART-TIME AND FULL-TIME

The total number of part-time and full-time employees off at any one time on Union Leave of Absence will not exceed five (5), and shall not exceed three (3) full-time or part-time.

The total number of part-time and full-time employees from the Nursing Department on Union Leave of Absence on any one weekend shall not exceed three (3) and shall not exceed two (2) from any other department,



LETTER OF UNDERSTANDING**BETWEEN****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")****AND****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****SICK LEAVE CREDITS**

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

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

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

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

LETTER OF UNDERSTANDING**BETWEEN****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")****AND****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****RE: PENSION**

1. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer either financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
2. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
3. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.
4. The parties agree issues related to the current pension plan may be discussed during the life of the agreement, and if there is agreement between the parties, such agreement may be implemented during the life of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")**

AND

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

CMI REVIEW

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

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

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

AND

CHELSEY PARK RETIREMENT COMMUNITY (Nursing Home)

RE: SICK LEAVE AND ABSENTEEISM

The parties acknowledge:

Part I

An employee who is scheduled to work has an obligation to attend work.

- ◆ A personal illness, or disability, or injury, which prevents attendance at work is a legitimate reason for absence from work.
- ◆ In such circumstances, the Employee is entitled to claim indemnification for lost wages, to the extent of, and in accordance with, the provisions of the Collective Agreement.
- ◆ In any other circumstances, a claim that personal illness, or disability, or injury, prevents attendance at work, whether accompanied by a claim for indemnification, is unacceptable. Such a claim may create cause for discipline or discharge.
- ◆ Such discipline or discharge may be subject to the grievance and arbitration provisions of this Collective Agreement.

Part 11

Certain conditions are disabilities within the meaning of the Ontario Human Rights Code.

- ◆ There is a duty on the parties to accommodate disabilities.
- ◆ There is an obligation on employees without disabilities to assist and support disabled employees.
- ◆ There is an obligation on the disabled employee to co-operate with an accommodation so as to facilitate a return to active employment.
- ◆ The parties will provide ongoing support for employees whose addictions become disabilities, subject to the employee's commitment to overcoming their addictions.

PART III

Absenteeism is always a concern, but chronic short term absenteeism, even if for legitimate reasons, is a particular concern.

- ◆ Short term absenteeism involves absences of less than eight (8) consecutive calendar days duration, and regardless the reason for the absence.
- ◆ The Employer will monitor such absenteeism on a consistent basis.
- ◆ Employees who are chronically absent on a short term basis will be counselled, and alerted to the potential outcomes. The counselling will be confirmed by letter. A copy of the letter will be forwarded to the Union.
- ◆ No employee will be terminated for chronic short term absenteeism unless:
 - the employee's short term absenteeism exceeds a reasonable standard, and
 - the employee has been warned termination may occur, and
 - the employee's short term absenteeism is chronic, that is, it has been measured over a 12 consecutive calendar month period.

Such termination may be subject to the grievance and arbitration provisions of the Collective Agreement.

PART IV

Absenteeism is a matter of mutual concern.

- ◆ The parties will co-operate in educating employees on the implications of absenteeism, and the subjects contained in this letter.
- ◆ The parties will individually and jointly take a pro-active approach to minimizing absenteeism.
- ◆ Any aspect of absenteeism is a legitimate matter for discussion at any Labour/Management Committee. On an annual basis, there will be a special Labour/Management meeting to discuss the issue, and any concerns.

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****Re****UNION ACCESS**

The Employer will provide a secure filing cabinet for the Union's exclusive use. The Employer will allow the Union access to a confidential area for meetings or discussions, as required, and as such area is not otherwise being used. The Employer will allow the Union use of the Employer's telephone; fax machine and photocopier at the facility, subject to reasonable restrictions.

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****Re****WORK OF THE BARGAINING UNIT**

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

December 2, 2007

As of the date of ratification, there were no working supervisors.

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****Re****ABUSE AND/OR THREATENING BEHAVIOUR**

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not be limited to the following: physical abuse, psychological abuse, emotional abuse and sexual abuse.

It is agreed that when the employee is faced with the above mentioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. It is agreed that no employee will be obligated to work with the resident one-on-one until a satisfactory resolution between the parties has been reached. In the event that a resident continues with the harassment following the above procedure, the staff member shall be given the opportunity to transfer to a different work area or be assigned a different resident.

The multi disciplinary team, which may include the employee that was involved in the incident, will do a full assessment of the situation. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to **an** appropriate facility.

LETTER OF UNDERSTANDING

Between

CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME

And

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

HARASSMENT POLICY IN RESPECT OF CAW MEMBERS

1. Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and the CAW do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment in the workplace is an offence under the law.
- The Employer and the CAW will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns, or complaints related to harassment with the complainant and the CAW.

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

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

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

4. **Procedure**

The Employer **and** the CAW are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- e clarifying options available;
- identifying and assisting complainants in obtaining counselling;
- facilitating in the resolution process and
- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal code.

In addition, the Employer and the CAW will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

5. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and the CAW. They may be either verbal or in written form.
6. The Employer and the CAW will document the complaint and the individual will be informed of her/his rights.
7. The Employer will bring the matter to the attention of the person responsible for the conduct of

harassment and attempt to resolve the matter informally.

8. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
9. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
10. An internal resolution will be attempted between the complainant and respondent by the Employer and the CAW.
11. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
12. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.
13. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
14. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
15. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****Re:****VIOLENCE AGAINST WOMEN**

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

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****Re:****ABUSE OF RESIDENTS**

Abuse of residents will not be tolerated.

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

All investigations will be completed as quickly as possible. Furthermore, the parties will work together to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

LETTER OF UNDERSTANDING**Between****CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME****And****THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)****RE: RECORDS OF EMPLOYMENT**

The Employer must issue a record of employment within five (5) business days following an interruption of earnings (that is, the last day on which the employee was paid for working) if the employee is absent from the workplace because of personal illness or injury.

For clarity, the record of employment is issued based on the interruption of earnings, regardless if the individual is receiving sick leave benefits.

In completing the record of employment, the Employer will complete block #19, indicating the start date of the sick leave, and the weekly amount.

If an employee will be absent from work on a prescheduled medical leave, and the leave will exceed fourteen (14) consecutive calendar days, then provided the employee gives at least seven (7) consecutive days' notice, prior to the last day worked, the employee will be given their record of employment on the last day worked.

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