



Collective Agreement

Between

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-
CANADA)
AND ITS LOCAL 1106 “the Union”

- and -

REVERA RETIREMENT c.o.b. as THE
VILLAGE SENIORS COMMUNITY -
SPRUCEWOOD COURT LODGE (“the
Employer”)

Effective: January 1, 2011

Expiry: April 30, 2013

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ARTICLE 1 - GENERAL 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 desires of both parties to co operate in maintaining a harmonious relationship between the Employer and 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 collective bargaining agent for all the employees in the Retirement Home of Revera Living c.o.b. as The Village Senior's Community - Sprucewood Court Lodge at Hanover, save and except supervisors, persons above the rank of supervisor, office and clerical staff, registered and graduate nurses, persons employed in the Saugeen Villa Nursing Home and students employed during the school vacation period.

2.02 The Employer agrees that for the duration of the Agreement it will not enter into any other Agreement with any of the employees in the bargaining unit, either individually or collectively, which does not conform to the provisions of this Agreement.

2.03 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

2.04 Where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and vice-versa, where the context so requires.

2.05 A full-time employee is an employee who is regularly scheduled more than twenty-four (24) hours per week. A part-time employee is an employee who is regularly scheduled twenty-four (24) or fewer hours per week.

ARTICLE 3 - NO DISCRIMINATION - NO HARASSMENT

3.01 Policy

Harassment prohibited by the Ontario *Human Rights Code* including sexual harassment is offensive, degrading and threatening. The Employer and the Union will not tolerate any form of prohibited harassment. This letter applies to circumstances including one bargaining unit member alleges harassment by another bargaining unit member; and not including where the parties involved are outside the bargaining unit.

What is Harassment?

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

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome. Every employee 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, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap.

Responsibilities

In order to provide for and maintain an environment free of harassment, the Employer and the Union 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 Union will jointly investigate all complaints.

The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the Union.

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

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

- Name calling
- Racial slurs or jokes
- Mimicking a person's accent or mannerisms
- Offensive posters or pictures on paper
- Repeated sexual remarks
- Physical contact that could be perceived as degrading
- Sexual flirtation, advances, propositions
- Leering
- Comments about a person's sex life
- Innuendo, gestures or taunting about a person's body, disability, attire or gender

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

Procedure

The Employer and the Union are responsible for advising a complainant when this policy applies; providing education regarding harassment, clarifying options available, identifying and assisting complainants in obtaining counseling, facilitating in the resolution process and informing the complainant of his or her rights 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 Union will inform the complainant that he or she has the right to withdraw from any further action in connection with the complaint at any stage. All

complaints will be held in strict confidence.

All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the Union. They may be either verbal or in written form.

The Employer and the Union will document the complaint and the individual will be informed of his/her rights.

The Employer will bring the matter to the attention of the person alleged to be responsible for the conduct of harassment and will attempt to resolve the matter informally.

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.

The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.

The Employer and the Union will attempt an internal resolution between the complainant and the respondent.

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 files of the respondent.

The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the Union.

At the conclusion of this step the complaint, if unresolved by the complainant will be inserted into step 2 of the grievance procedure for resolution.

In the event that the complaint is not resolved in step 2 of the grievance procedure it may be submitted to arbitration in accordance with the provisions of the Collective Agreement.

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.

Discrimination

- 1) The Employer and Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.
- 2) The Employer and the Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, or handicap, save and except those limitations set out in the Legislation of the province of Ontario.
- 3) Where the term “spouse” or “partner” as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.
- 4) The Employer and the Union are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided herein.

- 5) The parties agree to abide by the Ontario Human Rights Code.
- 6) The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

Domestic Violence

The parties hereby recognize and share the concern that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a employee 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.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;

- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion, layoff, recall or transfer or discipline without just cause, or a claim by a seniority rated employee that she has been discharged without just cause or a claim by a probationary employee that she has been released for exercising a right under this agreement, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) to determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- (d) to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures, and equipment in connection therewith;
- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

5.02 The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

5.03 Labour/Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a labour/management committee meeting during the term of this agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to

the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement. A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. As well, an Employer staff member may attend as representative of the Employer. Meetings will be held quarterly unless otherwise agreed.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 (a) The Union shall elect or otherwise select a Union Committee composed of not more than three (3) employees from within the bargaining unit. The Employer will recognize and deal with the Union Committee on grievances and on any matter properly arising out of the Agreement including negotiations for renewal of the Agreement.
- (b) The Union shall elect or otherwise select one (1) steward from the bargaining unit.
- 6.02 It is agreed that a Union representative may be present with the Union Committee at any Labour/Management meeting with the Employer at the request of the Union. With the permission of the Administrator (or her designate) such representative shall have access to the Employer's premises. Such permission shall not be unreasonably withheld.
- 6.03 The Union acknowledges and agrees that members of the Union Committee and stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.

The Union Committee members or stewards will first obtain the Supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the Supervisor. Such permission shall not be unreasonably withheld.

In accordance with this understanding, it is agreed that:

- (a) each member of the said Union Committee shall receive her regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer up to, but not including, arbitration. This shall generally mean one shift paid per negotiating day. The Employer agrees that it will provide two (2) employees opportunity to reschedule their days off to a maximum of two days per week.
- (b) a steward, the grievor(s), and where applicable under this Agreement, members of the Union Committee, shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at the grievance meetings with representatives of the Employer up to but not including arbitration.

6.04 The Union agrees to supply the Employer with the names of the Union Committee members and stewards and will keep such lists up-to-date. The

Employer shall supply the Union Committee with a current list of supervisory personnel and will keep such lists up-to-date.

6.05 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 the employees shall receive their regular pay for all regularly scheduled working hours lost due to attendance at such meetings.

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer agrees that it will deduct union dues bi weekly 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 by the 15th day of each month in accordance with the terms set out in writing by the Union to the CAW-Canada at the following address:

CAW-Canada Local 1106
P.O. Box # 1092
Kitchener, Ontario
N2G 4G1
Attention: Financial Secretary

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.

- 7.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.
- 7.03 The Employer will provide to the Union Chairperson and the Local Union a listing of the names, last known addresses, telephone numbers and classification of employees in the bargaining unit. On a monthly basis, the Employer will provide a listing 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.
- 7.04 Union Interviews
It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee during the first thirty (30) days of employment at a

mutually agreeable time for the purpose of informing such employee of the existence of the Union in the Nursing Home/Retirement Lodge. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the place on the premises designated for such interview. The time allotted will be fifteen (15) minutes.

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

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 Grievances shall be defined as any matter arising out of this Agreement, or concerning the interpretation, application, administration or alleged violation of this Agreement.

- 8.02 It is understood that the affected employee may have the assistance of a Union Committee Person at any stage of the grievance procedure.

- 8.03 Any time limits referred to in this article and/or article 9 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

- 8.04 Verbal Complaint

It is the mutual desire of the parties hereto that complaints of Employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he or she has first given his/her immediate

supervisor or their designate an opportunity to adjust his or her complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within seven (7) days of the event giving rise to the complaint or within seven (7) days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within three (3) days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Committee Person, may present his/her written grievance to the Executive Director or their designate within five (5) days following the response from the immediate supervisor. The grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance. The grievance should also contain a statement of the clause or clauses of this agreement said to have been violated.

Within five (5) days of receipt of the written grievance, the Executive Director or their designate will arrange a meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate, and the Employee's Union Committee Person will attend this meeting. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Step 2

Failing a satisfactory settlement in STEP 1, the grievance may be submitted within five (5) days of the reply at STEP 1.

Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the

Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

Failing settlement at STEP 2 the grievance may be submitted to Arbitration as set out in Article 9.

8.05 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure, providing that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

8.06 Group Grievance

Where it is identified that two (2) or more Employees have identical grievances, they may submit a written group grievance at STEP 2 provided that it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

8.07 Employer Grievance

The Employer may institute a grievance against the Union or Employees, in writing at step 2 of the Grievance Procedure, provided it is presented within ten (10) days after the circumstances giving rise to the grievance have originated or occurred.

8.08 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the

Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

8.09 Such grievance may be settled by:

- (a) confirming the Employer's action in suspending or dismissing the Employee; or
- (b) Reinstating the Employee with full compensation for the time lost; or
- (c) Other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

8.10 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

8.11 An employee, subject to discipline, will be informed of their right to have the presence of a Union Steward or Union Committee Member at the time the disciplinary action is taken.

8.12 Records of disciplinary action will be removed from an employee's personnel record files after twelve (12) months from the date of discipline except in the case of suspensions, which shall remain on file for 18 months then removed. For incident(s) involving third party interface (e.g. residents and families) the incident will remain on file for a period of thirty six (36) months then removed.

8.13 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's

decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9 – ARBITRATION

- 9.01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.
- 9.02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- 9.03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 9.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 9.05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 9.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.
- 9.07 Sole Arbitrator
Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.

If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

9.08 The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.

9.09 No person shall be selected as an Arbitrator who have been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed to by the parties.

9.10 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the Grievance or Arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.

ARTICLE 10 - SENIORITY

10.01 Full-Time

An employee will be considered on probation until after she has completed 337.5 hours of work in the full-time bargaining unit within any twelve (12) consecutive calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the

date she was last hired by the Employer.

Part-Time

An employee will be considered on probation until after she has completed the lesser of 337.5 hours of work or six (6) consecutive calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date she was last hired.

The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employee and that a lesser standard will apply to the release of an employee during probationary period than that which applies to the discharge of an employee who has attained seniority.

The parties agree that the Employer shall have the right to release a probationary employee, whom the Employer believes, after a fair and reasonable assessment, to be unsuitable because of conduct, quality or quantity of work, attendance, inability to work with other employees or any other work related reason.

10.02 In cases of promotion, demotion, transfer (other than appointments to positions outside the scope of the bargaining unit), layoff and recall, seniority shall prevail provided that the senior employee possesses the necessary qualifications and ability to perform the work available, in accordance with Art. 12.04 re: job posting only.

10.03 Seniority lists of employees shall be prepared according to the records of the Employer as of the pay period ending closest to January 1st and July 1st in each year, and will be posted -two times per year on the official Union bulletin board in the month of January and in the month of July. The Union committee shall be supplied with two (2) copies.

10.04 Seniority list as posted shall be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) days from the last date of posting.

10.05 Recording and Accumulating Seniority

- (a) Full-time employees will have their seniority recorded by the date of employment or transfer into the full-time employment.
- (b) Part-time employees will have their seniority recorded by hours worked from the date of employment or transfer into the part-time employment;
- (c) Part-time employees transferring to full-time will translate their seniority to an equivalent start date at the time of transfer (1650 hours = 1 year);
- (d) Full-time employees transferring to part-time will translate their seniority to an equivalent of hours at the time of transfer (1650 hours = 1 year);
- (e) Employees transferring from part-time to full-time and vice versa shall be covered by the collective agreement.

10.06 Loss of Seniority Termination

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

- (a) voluntarily resigns or retires; or
- (b) is discharged for just cause and is not reinstated by the grievance or arbitration procedure; or
- (c) is absent from work more than thirty(36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or

- (e) is absent from work for more than thirty (36) months by reason of lay-off; or
- (f) is absent from work for more than thirty (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

10.07 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 Home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

10.08 Seniority will continue to accrue up to twenty-four (24) months when an employee is absent due to WSIB.

ARTICLE 11 - LAYOFF AND RECALL

11.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks notice. This notice is not in addition to required notice for individual employees. The Employer agrees to post a seniority list current as of the date of notice. Such list shall also be provided to the Chairperson of the affected bargaining unit.

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

11.03 Layoff Procedure

(a) In the event of layoff, the Employer shall layoff 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.

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

- i) accept the layoff, or
- ii) displace an employee who has lesser bargaining unit seniority and who is in a lower or identical paying classification in the bargaining unit if the employee originally

subject to layoff is qualified, as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off. Anyone affected by layoff must notify the employer within forty-eight (48) hours which position they wish to bump into.

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly wage rate.

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the administrator within one (1) calendar week following the notification of layoff. Employees failing to do so, will be deemed to have accepted the layoff.

- (c) Upon exhaustion of the bumping procedure in the employees home agreement, an employee who was on staff up to and including November 4, 1997 and who is laid off can use their seniority to bump into classifications for which they are qualified under the Retirement Home or Long Term Home Agreement, whichever is applicable.

11.04 Recall Rights

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (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 should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Sat, Sun, 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 date of mailing) and returned to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months.

11.05 Benefits on Lay-off

In the event of a lay-off, or approved leave of absence, provided the employee deposits with the home her share of insured benefits for the succeeding month 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.

ARTICLE 12 - JOB POSTING

12.01 The Employer will post all full-time and part-time vacancies in the workplace. Any initial job vacancies will be posted for seven (7) calendar days in order to give employees with seniority an opportunity to apply. The successful applicant shall be selected in accordance with Article 10.02. Any subsequent vacancies resulting from the successful applicant filling an initial posting will be posted for three (3) calendar days. All temporary vacancies in excess of six (6) weeks will be posted, as set out in Article 12.01, without necessarily specifying the duration of the vacancy. A trial period of thirty (30) days exists: at the option of the Employer to return the employee to their previous position, within the thirty (30) day trial period.

12.02 The Employer may temporarily fill any vacancy while observing the procedures herein set forth. It is understood an employee who is in a temporary vacancy will not be

eligible to apply for another temporary vacancy unless the vacancy provides for greater hours or permanent posting.

12.03 Applications from within this bargaining unit shall be considered first for all vacancies before applications from the Nursing home or outside applications. The intent being that the Nursing Home will have second consideration.

12.04 The successful Nursing Home applicant will carry their seniority and service to the new position in The Village Seniors' Community/ Sprucewood Court Lodge.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Personal Leave

The Employer may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared, having due regard for the proper operation of the Employer's enterprise. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application must clearly state the reason for the leave of absence and duration of such absence. Such request will be given full consideration and shall not be unreasonably denied.

13.02 Bereavement Leave

(a) In the event of death of an employee's spouse, same sex partner, child, step-child or parent, the employee shall be granted up to five (5) consecutive working days off without loss of regular pay ending with the day after the funeral for the purpose of making funeral arrangements and attending the funeral or equivalent service.

(b) In the event of a death of a member of an employee's immediate family, mother-in-law, father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild, brother, sister, the employee shall be granted up to three (3)

consecutive working days off ending with the day after the funeral for the purpose of making funeral arrangements, attending the funeral or memorial service.

- (c) In the event of a spring internment, an employee may save a day from their bereavement leave above to attend the burial.
- (d) For the purposes of this article spouse shall be as defined by the Family Law Reform Act.
- (e) Additional unpaid leave may be granted if required.

13.03 Jury-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 Employer's premises, the employee shall not lose regular pay because of such attendance provided that the employee:

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

13.04 Union Leave

Leave of absence for Union business shall be granted without pay to a Union Committee person/steward, employee, provided such leave does not interfere with the continuance of efficient operations of the Employer. Such Union leave of absence request will be made in writing, from the Union office, whenever possible, two (2) weeks prior to the commencement of the function for which leave

is requested. Such request will state the general nature of the function to be attended.

Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on an unpaid leave of absence of up to thirty (30) days employees will be maintained on normal pay and benefits (including pension), and the Union shall fully reimburse the Employer for wages, statutory benefits, (i.e. EHT, U.I.C., CPP, and WSIB) and Pension but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

An employee who is elected or appointed to office in the CAW Local 1106 or as a National representative, upon request, shall be granted a leave of absence without loss of seniority and benefits for up to three (3) years.

During such leaves of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits. The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Employer as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accumulate all rights and privileges under this Agreement.

It is understood that the intent of this article is that it shall apply to only one employee at a time per circumstance as noted above, and that the Union shall provide twenty-one (21) days notice prior to an employee commencing Union Leave of Absence.

In addition, it is understood that any employee so elected or appointed is required to maintain their competence in the event that they are to return to the workplace.

13.05 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay for the course, travel allowances outside of the community and compensation for time at the course.

13.06 Effect of Leave of Absence

In the event of an employee's absence without pay from the Employer's premises exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purpose under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insured benefits until the end of the month following the month during which the leave commenced.

ARTICLE 14 - PREGNANCY AND PARENTAL LEAVE

14.01 Preamble

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

14.02 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 seventeen (17) weeks as provided in

the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

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

Additional leave of absence may be taken under Article 14.10 - Parental Leave.

- (d) Notwithstanding Article 14.02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

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

That benefit will be the equivalent to the difference between seventy-five (75%) percent 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 (2) 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.

14.03 An employee who does not apply for leave of absence under Article 14.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with the 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.

14.04 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.

14.05 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.

14.06 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 14.05.

14.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan cannot be used.

14.08 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.

14.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14.10 of this agreement. The employee shall give the Employer at least two (2) weeks

notice, in writing that she intends to take parental leave.

14.10 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 the 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 will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks 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 14.10 Parental Leave, the provisions under 14.01, 14.04, 14.05, 14.06, 14.07, 14.08 and 14.09 shall also apply.

ARTICLE 15-PAID HOLIDAYS

15.01 An employee who qualifies under Article 15.04 hereunder shall receive the following paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

Plus three (3) floating holidays to be taken by mutual agreement between the employee and the Employer, during the calendar year January to December.

15.02 Should the Employer be required to observe additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer obligation to provide for twelve (12) paid holidays remains unchanged.

15.03 FULL-TIME: Holiday pay is defined as the amount of regular straight time earnings, exclusive of shift premium which the employee would have received had she worked her normal shift on the holiday in question.

PART-TIME: Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the ten (10) days or more referred to in Article 15.04 multiplied by the employee's regular hourly rate of pay.

15.04 FULL-TIME: In order to qualify for pay for a holiday, an employee shall complete a full. scheduled shift on each of her working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

PART-TIME: In addition, the part-time employee must have worked on ten (10) days in the 28 days preceding the holiday, unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
(An employee absent due to verified sick leave shall be entitled to one (1) paid holiday during such absence and shall not be entitled to sick pay on that day. For the second and subsequent holidays which follow during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.);
- (b) unpaid leave of absence less than fourteen (14) calendar days;
- (c) receiving Workplace Safety and Insurance Board compensation;
- (d) layoff for a period not exceeding ten (10) calendar days, inclusive of the holiday.

15.05 An employee who qualifies under Article 15.04 and is required to work on any of the above-named holidays will receive pay for all hours worked on such day at the rate of one and one-half (1 1/2) times her regular straight time rate of pay in addition to the holiday pay set out in 15.03 above.

15.06 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose her entitlement to holiday pay unless the employee provides a reason which is satisfactory to the Employer.

15.07 All Employees: If a paid holiday falls during an employee's vacation, her vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.

15.08 Full-Time: If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement provided the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head. The paid holiday must be taken within 30 days after the holiday.

ARTICLE 16 - VACATIONS

16.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year. Increases in vacation pay and vacation entitlement shall be effective on the employee's anniversary date of employment.

16.02 Vacations earned in any year up to the June 30th cut off date are to be taken during the subsequent vacation year. Vacations are not cumulative, and must be taken prior to the subsequent June 30th.

16.03 Employees working for the Employer in the twelve-month period proceeding July 1st in any year shall be entitled to vacation computed on the following basis according to the individual employee's length of continuous service:

- (a) employees who have completed less than one (1) year of continuous service as of June 30th of any year shall be entitled to an annual vacation of one (1) day for each completed month of service to a maximum of nine (9) working days and shall be paid four (4%) percent of their earnings during the vacation year.
- (b) an employee with one or more years of continuous service but less than three (3) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of two (2) weeks together with four (4%) percent of the employee's gross earnings during the previous twelve-month period.

- (c) an employee with more than three (3) years of continuous service but less than five (5) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of three (3) weeks together with six (6%) percent of the employee's gross earnings during the previous twelve-month period.
- (d) an employee with more than five (5) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of four (4) weeks together with eight (8%) percent of the employee's gross earnings during the previous. twelve-month period.
- (e) an employee with more than fifteen (15) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of five (5) weeks together with ten (10%) percent of the employee's gross earnings during the previous twelve (12) month period.
- (f) an employee with more than twenty (20) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of six (6) weeks together with twelve (12%) percent of the employee's gross earnings during the previous twelve (12) month period.
- (g) an employee with more than twenty eight (28) years of continuous service as of June 30th of any year shall be entitled to an annual vacation of seven (7) weeks together with fourteen (14%) percent of the employee's gross earnings during the previous twelve (12) month period
- (h) Vacation pay shall be determined on the basis of the employee's gross earnings during the period from July 1 St. of the previous year to June 30th of the current year, calculated as of the pay period immediately preceding June 30th, but not including vacation pay from the previous year.

16.04 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

16.05 (a) Employees shall receive their vacation pay on the last regular payday in advance of their vacation. Vacation pay received shall be proportionate to the amount of vacation taken (e.g., if one of three weeks is taken, then vacation pay shall be one third of entitlement)

(b) i) An employee who leaves the employ of the home shall be paid his/her vacation allowance as provided herein.

ii) On the death of an employee, the vacation allowance will be paid to the employee's estate.

(c) Payments described in (b) above will be made on the payroll date normally associated with the date on which the separation takes place.

16.06 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides a satisfactory documentation of the illness and the hospitalization.

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

16.07 Where an employee's scheduled vacation is interrupted due to bereavement, the period shall be considered bereavement, and the employee's vacation will be extended or rescheduled at a mutually agreeable time and the period of bereavement will not be counted against the employees vacation credits.

16.08 In the case of an employee who is absent from work as a result of severe inclement weather, she must report in advance if possible and may draw vacation entitlements to offset lost time.

16.09(a) For the winter vacation, January 1st to March 31st, the Employer will post a blank vacation schedule sheet on or about October 1st. Between October 1st and October 31st, each Employee shall have the right to indicate on this sheet the time the Employee prefers to take their vacation.

(b) For the spring vacation, April 1st to June 30th, the Employer will post a blank vacation schedule sheet on or about January 1st. Between January 1st and January 30th, each Employee shall have the right to indicate on this sheet, the time the Employee prefers to take their vacation.

(c) For the summer vacation, July 1st to September 30th, the Employer will post a blank vacation schedule sheet on or about April 1st. Between April 1st and April 30th, each Employee shall have the right to indicate on this sheet, the time the Employee prefers to take their vacation.

(d) For the fall vacation, October 1st to December 31st, the Employer will post a blank vacation schedule sheet on or about July 1st. Between July 1st and July 31st each Employee shall have the right to indicate on this sheet, the time the Employee prefers to take their vacation.

16.10(a) The completed winter vacation schedule shall be completed by the Employer between November 1st and November 30th, with final posting on or about November 30th.

- (b) The completed spring vacation schedule shall be completed by the Employer between February 1st and February 28th, with final posting on or about February 28th.
 - (c) The completed summer vacation shall be completed by the Employer in between May 1st and May 31st, with final posting on or about May 31st.
 - (d) The completed fall vacation shall be completed by the Employer between August 1st and August 31st with final posting on or about August 31st.
 - (e) Vacation entitlement shall be allotted on a seniority basis having regard to the provisions of 16.09.
 - (f) Employees who request vacation time outside the posting periods may be granted the vacation request on a first come first serve basis. These requests will not affect any previously approved vacation.
- 16.11 (a) The aforementioned vacation schedule, after posting, shall not be changed except with the consensus of the Employer, the Employee(s) affected. Copies of all vacation schedules will be made available to the Chairperson, upon request.
- (b) Vacations earned in any year up to June 30th are to be taken during the subsequent year. Vacations are not cumulative and must be taken by June 30th.
 - (c) Vacation time lost due to Bereavement Leave or Sick Leave validated by a Doctor's certificate will be rescheduled as vacation time as provided for in Articles 16.06 and 16.07.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

- 17.02 Normal hours of work for all full-time employees shall be seven and one-half (7 ½) hours of work per day exclusive of an unpaid meal break and seventy-five (75) hours in a two week pay period. However it is understood that some full time employees may be required to work shifts of work of a duration of shorter than seven and one half (7 ½) hours per day
- 17.03 Authorized work performed in excess of seven and one-half (7 ½) hours of work per day or seventy-five (75) hours of work averaged over the scheduled pay period shall be considered as overtime and paid for at the rate of time and one-half the employee's straight time hourly rate of pay.
- 17.04 Employees shall be entitled to a paid rest period every three and three quarter (3 ¾) hours in a shift.
- 17.05 It is understood and agreed that there will be no duplication of premiums under this Agreement or pyramiding of overtime.
- 17.06 (a) Schedules of work shifts shall be posted at least four (4) weeks in advance of the current work period and remain posted for the duration of the schedule. Such posted schedules shall not change unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees. In order to provide the facility manager an opportunity to grant requests for time off, those request should, when possible, be made prior to the schedule being posted.
- (b) It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than 24 hours notice is given to the employee personally, the employee will be paid four (4) hours straight time wages. It is understood that call-ins or call-backs are not covered by the provision.

- (c) Employees shall be scheduled so as to have at least every second weekend off. (In the case of part-time employees, the employee and the Employer may mutually agree otherwise).
- (d) PART-TIME - The Employer will endeavor to give two hours notice when calling in a part-time employee for any shift, provided, however if there is an emergency and notice of the said emergency is not given, this requirement shall not be enforced. A part-time employee will endeavor to give two hours' notice of her inability to be on any shift of work.
- (e) Part-time employees shall be placed on a stand-by list. In the event that the Employer determines that it is necessary to replace an absent employee, or to call in an employee for any other reason, the following procedure shall apply:
 - 1) The Employer will distribute the time evenly to Part-Time employees using a rotation of call-in from the stand-by list so that all part-time employees shall have an equal opportunity to receive the call-in work available.
 - 2) FULL-TIME OR PART-TIME: It shall be the responsibility of the employee to consult the posted work schedule. Changes to the posted schedule required by the Employer shall be brought to the attention of the employee. Where less than 24 hours notice is given to the employee personally, the employee will be paid four (4) hours straight time wages. It is understood that call-ins or call-backs are not covered by this provision.

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

It is understood further that while part-time employees will make themselves reasonably available for part-time call-in work, such employees nevertheless have the option to reasonably refuse such call-in work.

17.07 There shall normally be a minimum of sixteen (16) hours off between shifts of work except as may be mutually arranged between the Employer and employees. 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 times, except as may be mutually agreed between the Employer and employee.

17.08 Those employees working the night shift when the change from daylight savings to standard occurs, or vice-versa shall be paid straight time for the exact number of hours worked during the shift.

17.09 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

17.10 An employee may exchange days of work with other qualified employees provided that a request for such an exchange is submitted for approval in writing to the appropriate supervisor at least twenty-four (24) hours in advance of the proposed change. The Employer shall not be responsible for overtime rate claims or for non compliance with other provisions of this Agreement, which might result from such an exchange.

17.11 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 will not be unreasonably withheld.

ARTICLE 18 - WAGES AND OVERTIME

18.01 Definition of Regular Straight Time Rate of Pay

For the purpose of calculating any benefit under this

Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" - Wage Rates, of this Collective Agreement.

18.02 (a) Shift Premium The Employer agrees to pay all employees an off-shift premium of twenty (\$.25) cents per hour for all hours worked when the majority of hours so worked fall between 3:00pm of one day and 7:00am the next day.

18.02 (b) Weekend Premium
The Employer agrees to pay all employees \$.20 cents per hour for all hours worked as a weekend premium payable between the start of the shift commencing on or about 11pm Friday, and the end of the shift ending on or about 11pm Sunday.

18.03 Reporting Pay

Employees who report for work and no work is available will be paid at least 3-3/4 hours unless:

- (a) work is not available due to conditions beyond the control of the Employer; or
- (b) the employee has received prior notice not to report to work; or
- (c) the employee is offered alternate duties and refuses.

18.04 Call back Pay

An employee called back to work after leaving the premises and reports to work outside her normal scheduled hours of work will receive, no matter what period of time is actually worked, and after leaving the premises upon completion of that work, no less than the equivalent of three (3) hours' pay at time and one-half her regular straight time hourly rate. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift. Any calls that occur during the minimum guaranteed period will be covered by the minimum guarantee.

18.05 Transfers

- (a) An employee who is temporarily assigned by the Employer for one complete shift or more to a job classification within the bargaining unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above her regular wage rate in the job classification to which she is temporarily assigned for all hours worked in the higher classification.
- (b) If an employee is transferred or promoted permanently to a higher or equal rated job classification, she shall receive not less than the rate that she was receiving at the time of the transfer or promotion or the starting rate of the job into which she is being transferred or promoted, whichever is the higher and shall be advanced through the rates for the higher rated job classification as provided in Schedule "A".

In the case of a promotion, for purposes of advancement on the wage grid, the advancement date shall be the anniversary date of the date of promotion.

- (c) An employee who is temporarily transferred by the Employer to a lower rated job classification shall receive the pay rate she was receiving at the time of transfer.
- (d) If an employee is permanently transferred to a lower rated classification she shall move to the increment scale in the lower rated classification based on her length of service with the Employer.
- (e) For the purposes of placement on the wage grid only, employees who transfer from part-time to full-time and who continue to work in the same classification, will be credited with the hours worked in the classification on the basis of 1650 hours equals one year of service. If the employee has worked part-time in more than one classification,

only the hours worked in the classification which is continued will be credited. If an employee has not reached the top wage level for a classification at the time of the transfer, hours worked will continue to accumulate until the next level is reached. This clause in no way affects seniority.

18.06 New Classification

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 such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be retroactive to the date that notice of the new rate was given by the Employer.

18.07 Supervisory Premium

Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a supervisor for a period in excess of one-half of one shift, the employee shall receive an allowance of \$4.00 per shift from the time of the assignment.

18.08 Call-In

An employee called in to work within one hour of the starting time of the shift who arrives within one hour of the call, shall be paid for the full shift, provided that she completes the shift for which she is called.

18:09 Stand-By

Employees required by the Employer to stand by on call shall receive a stand-by allowance of two (\$2.00) dollars per hour.

ARTICLE 19 - HEALTH AND WELFARE (FULL-TIME)

19.01 The Employer shall pay:

- (a) 100% of the billed rate of an Extended Health Care benefit providing drugs for all employees electing coverage. A drug card will be implemented with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included). Coverage applies to prescriptions which must by law be prescribed by a licensed physician. Generic substitution will apply unless specifically prescribed otherwise by the doctor. No annual deductible or lifetime maximum for drugs.
- (b) 100% of the billed rate of a \$160/24 month period Vision Care benefit for all employees electing coverage. Coverage may be applied to laser eye surgery.

Effective January 2012

100% of the billed rate of a \$185/24 month period Vision Care benefit for all employees electing coverage. Coverage may be applied to laser eye surgery.

- (c) 100% of billed rate of a \$25,000 value Group Life Insurance Plan, for all employees electing coverage;
- (d) Fifty percent (50%) of the billed premium, for all employees covered, (family or single) of Blue Cross Comprehensive Dental Plan, (No.9 type), or equivalent based on a one year lag Ontario Dental Association's schedule

of fees as amended from time to time. The annual cap will be \$2,000/individual family member.

- (e) \$400.00 per person, per practitioner, every 12 months. Para medical practitioners to include; Chiropractor, Osteopath, Naturopath, Podiatrist, Physiotherapist, Speech Therapist, Massage Therapist
- (f) Eighty (\$80) dollars toward the cost of an eye examination, for the employee only every twenty four (24) month period to the employee only.
- (g) Five Hundred (\$500) dollars for hearing aids

Full Time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

Life Insurance reduced by 50%
Extended Health
Vision Care
Dental
Hearing

In any event once the employee reaches age seventy (70) and she continues to be employed, she shall automatically receive \$0.70 in lieu of such benefits.

19.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

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

19.04 Part-Time Employees Benefit Allowance

To compensate for the health and welfare benefits, including sick leave, extended health care, vision care, group life insurance, semi-private hospital, and dental, not granted to part-time employees; the Employer shall pay a benefits allowance of 9% an hour add-on to all wages paid to each part-time employee, calculated and paid on each paycheque.

19.05 NURSING HOME & RELATED INDUSTRIES PENSION PLAN

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

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

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

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

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

.02 Each eligible employee covered by this collective agreement shall contribute from each pay period an amount equal to (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 19.05 (2) will be added to the employee's wages.

- .03 The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of the 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 exceed that which the Employer would have if the

Plan were a defined contribution plan.

- .05 The Employer agrees to provide to the Administrator of the Plan on a timely basis all the 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 other wise. 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 the enrolment of an employee 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 requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article:05 of the agreement are:

1. To be provided once only at Plan Commencement:

Date of Hire
Date of Birth
Date of First Remittance
Seniority List (for purposes of calculations of past service credits).

2. To be provided with each Remittance

Name
Monthly Remittance
Pensionable Earnings

3. To be provided once, and if status changes

Address to be provided to the Home
Termination date when applicable.

a. To be provided once and if they are readily available

Gender
Marital Status

ARTICLE 20 - SICK LEAVE (FULL-TIME ONLY)

The Employer agrees to conduct in-services to fully explain the new sick leave provisions

20.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees

will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.

- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds ($66 \frac{2}{3}$) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ($66 \frac{2}{3}$) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds ($66 \frac{2}{3}$) percent of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.

20.02(a) Weekly Indemnity participation is voluntary for all employees.

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

- (c) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn may enroll at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above;
 - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
 - (iii) an employee with an increase in his or her pro rata percentage of twenty percent (20%) or greater, above the pro rata period immediately prior, may enroll, by completing an enrolment form, at the commencement of the next sign up period, without evidence of insurability.
- (e) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- (f) It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled

vacation.

20.03 An employee shall, on the first day of illness, report such illness to her department. An employee shall cause notice to her department head to be given before the start of the shift, if possible.

20.04 Sick leave Certificate (Full-time & Part-time)

1. If the employer requires a sick leave certificate in accordance with practice of the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternate to the above, 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 21 - PRORATION FORMULA

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

The calculation of proration percentages shall be determined by dividing hours paid in the previous predetermined six month period by .950.

Hours paid in calculating proration formula will include W.S.I.B, E.I., sick leave and W.I.

21.02 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 of one hundred percent (100%) of the employers paid share of premiums, benefits and holiday pay.

21.03 The predetermined six (6) months period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in July for the pay period ending around June 30th and January for the pay period ending around December 31st.

When an employee is on:

- (a) pregnancy leave,
- (b) parental leave, or
- (c) approved leave of absence in excess of 30 continuous calendar days.

Proration upon return shall be based on % in effect prior to commencement of leave. Employees who regularly work more than 66 hours bi-weekly shall have 100% of employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than 66 hours bi-weekly, but less than 75 hours bi-weekly, shall be based on provisions of employees regularly working 75 hours.

21.04 Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:

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

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

The parties agree that if incidents involving aggressive client action occurs, such action will be recorded and reviewed at the Joint Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

22.02A joint management and employees Health and Safety Committee, inclusive of three (3) employee representatives from within the Local Union bargaining units, shall identify potential dangers, recommend means of improving the Health and Safety programs and obtain information from the Employer or other persons respecting the identification hazards and standards (elsewhere). The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

22.03Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such 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. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.

22.04The joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational

injuries, and such other data, as the Workplace Safety and Insurance Board may decide to disclose.

22.05 The Union agrees to endeavor to obtain the full cooperation of its membership in the observation of all safety rules and practices.

22.06 Residents Having Serious Infectious Diseases

The Employer will inform all direct care employees of residents with serious infectious diseases, of the nature of the disease and of the precautions or procedures to be utilized. Employees other than direct care employees will be made aware of any special procedures required of them to deal with these circumstances. The Employer will ensure that all employees are aware of the requirements to practice universal precautions in all circumstances.

22.07 Influenza

It is the policy of the Employer that all employees shall be required, on an annual basis, to be vaccinated for influenza and/or to take antiviral medication for influenza. If the costs of such medication are not covered by some other sources, the Employer will pay the cost for such medication.

If the employee fails to take the required medication, he or she may be placed on an unpaid leave of absence during any influenza outbreak in the Home until such time as the employee has been cleared by Public Health or the Employer to return to the work environment. The only exceptions to this would be:

- i) if an employee is pregnant; and;
- ii) upon written direction from the employee's physician for an employee for whom taking the medication will result in the employee being physically ill to the extent that he or she cannot attend work, in which case the employee will be entitled to use banked holidays or other banked lieu days, and thereafter vacation days, and thereafter leave without pay until such time as the employee

has been cleared by the public health or the employer to return to the work environment.

If the employee gets sick as a reaction to the drug to the extent that he or she cannot attend work or has a severe allergic reaction and applies for WSIB the Employer will not oppose the application.

ARTICLE 23- GENERAL

23.01 An employee shall, upon written request, be granted the opportunity to review her personal file in the presence of her supervisor. Information to be viewed will be:

- (1) application form;
- (2) written warnings and evaluations;
- (3) incident reports

23.02 The Employer shall make available to the Union job descriptions of all positions in the bargaining unit.

23.03 A bulletin board shall be available to the Union for the posting of Union notices.

23.04 Errors in Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment or overpayment comes to the attention of the Employer. If the error results in the employee being underpaid by one (1) days pay or more, as a result of an Employer error the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

23.05 Copies Agreement and of C.D

The Union and the Employer desire that every employee be familiar with the provision of this collective agreement and with their rights and duties under it. It is agreed that the Union will prepare the collective agreement for signing within sixty (60) days of receiving notice of ratification or the issuance of an arbitration award. The cost of printing shall be shared by the Union and the Employer.

The party preparing the collective agreement agrees to provide the other party with a copy of the agreement on a compact disc.

23.06 Education Fund

The Employer agrees to pay into a special dues fund the amount of two cents (2¢) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion.

CAW Paid Education Leave Program
205 Placer Court
Toronto, Ontario
M2H 3H9.

The Employer further agrees that members of the bargaining unit (not more than two (2) at one time from the Lodge and not more than three (3) from the Nursing home) selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave. It is understood such leave will not interfere with the efficient operation of the Home.

23.07 Resident Abuse

The Employer will provide each employee at time of hire with a copy of its current resident abuse policy and will be available to answer any questions the employee may have about the policy. Such employees shall be required to read the policy provided and sign that they have read the policy and have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy.

Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer. The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

23.08 Staff Abuse

The parties agree that abuse of staff, including threatening behaviour, must be addressed.

There will be no reprisal for the good faith lodging of a complaint by a staff member about such abuse or the participation by a staff member in an investigation with respect to such complaint.

Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse.

The parties agree that the Long Term Care/Retirement Home environment houses residents who, through no fault of their own, may exhibit aggressively abusive behaviour and actions that may be unwelcome to staff. In order to balance those behaviours to the benefit of both the residents and the staff, the parties agree to the

following:

The parties agree that if incidents involving aggressive resident's action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns in that forum. The parties further agree that suitable subjects at the Joint Labour Management Committee will include aggressive residents.

If an employee is faced with abuse from a resident it may be necessary for the employee to leave the threatening situation and immediately notify his or her Supervisor who will assess the situation and give further direction.

It is agreed that no employee will be required to work one-on-one in a situation in which the actions of the resident at that time directly put the employee at risk of physical harm, until a satisfactory resolution has been reached.

Incidents of abusive and threatening behaviour by a resident will be documented on the resident's chart with a view to examine and modify care approaches and interventions by staff.

The parties understand that the Employer is required to make every effort to provide appropriate care to residents who are abusive before it makes any representation for psychiatric intervention.

Notwithstanding the foregoing, the employee is required to consider the safety of the resident before disengaging or withholding care on a one-on-one basis.

23.09 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 Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would

receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan Article 20. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for the Workers' Compensation is not approved, the monies paid, as an advance will be applied towards the benefits to which she would be entitled under the Sick Leave Plan Article 20. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 24 - UNIFORM ALLOWANCE

24.01 All full-time employees who are required to wear uniforms during the course of their duties with the Employer shall be paid a uniform allowance in the amount of \$125 per calendar year. This allowance shall be paid on the first pay period in January.

24.01(b) PART-TIME: All employees who are required to wear uniforms during the course of their duties with the Employer shall be paid a uniform allowance in the amount of \$85 per calendar year. This allowance shall be paid on the first pay period in January.

ARTICLE 25 - RETROACTIVITY

25.01 The wage increase is retroactive to those employees employed on the date of this agreement or who retired in the period from expiry of the collective agreement to the date of this agreement. Retroactivity will be paid on all hours worked.

The Employer shall contact in writing at their last known address, any employees who have since left its employ, to

inform them of their entitlement to any retroactive adjustments, with the proviso that they must respond to the Employer in writing within 60 days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to such employees.

A copy of the Employer's letter shall be sent to the Union along with a list of the names and addresses to whom the letter was sent. All retroactive wages shall be paid by the Employer no later than sixty (60) days from the date of the Award of the Board of Arbitration. In the event that such wages are not paid on or before the date due, the Employer shall pay to the employees interest on the said amount at the prime rate, as defined by the Judicature Act, R.S.O. 1980, Chap. 223, Section 36, and such interest shall be calculated and accrue from the sixtieth day following the date of the Award of the Board of Arbitration.

All retroactive payments are to be made in the form of individual fully itemized cheques to each employee.

ARTICLE 26 - JOB SECURITY

26:01 Except for such work as the Employer had contracted out as a matter of practice, on a regular or periodic basis in previous years, the Employer shall not contract out such work that is normally performed by bargaining unit employees if such contracting-out results in a loss of normal hours of employment and/or wages for an employee, or if it results in the removal of a job from the bargaining unit.

26.02 The Employer agrees to notify the Union in advance of any technological changes or adjustments in staff the Employer has decided to introduce which will affect employees within the Bargaining Unit. The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

26.03 Those persons excluded from the terms of this Agreement shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) In an emergency.
- (b) When qualified employees are not readily available.
- (c) On experimental work.
- (d) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned."

ARTICLE 27 - TERM OF AGREEMENT

27.01 This Agreement shall become effective January 1, 2011 and remain in effect until and including April 30, 2013, and shall be automatically renewed from year to year thereafter unless either Party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

27.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Agreement.

Dated this 23 day of May, 2012

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTERS OF UNDERSTANDING

BETWEEN

REVERA RETIREMENT c.o.b. as THE VILLAGE
SENIOR'S COMMUNITY - SPRUCEWOOD COURT LODGE

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW
CANADA) LOCAL 1106

Re: ANNUAL MEDICALS REQUIRED BY THE NURSING
HOME ACT

The parties agree that the following will apply for the interim period and without prejudice to either party's view of the matter until such time as the issue is resolved by M. Teplitsky.

1. All existing letters or forms required of employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1 St., 1993, from all personnel files of employees related to the issue of annual medical examinations.
2. 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 until such time as the matter is resolved as noted above. During the interim, in the event the Ministry of Health requires verification of an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

Signed at Hanover, this 23 day of May, 200¹²~~09~~

FOR THE EMPLOYER





FOR THE UNION





Wm McFadden

LETTER OF UNDERSTANDING

BETWEEN

REVERA RETIREMENT c.o.b. as THE VILLAGE
SENIOR'S COMMUNITY - SPRUCEWOOD COURT LODGE

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW
CANADA) LOCAL 1106

RE: PENSION

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm Orenstein & Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan. .
2. 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 wither financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side.
3. 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 applicable legislation.
4. 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.

Signed at Hanover, this 23 day of May, 2012.

FOR THE EMPLOYER





FOR THE UNION






LETTER OF UNDERSTANDING

BETWEEN

REVERA RETIREMENT cob as THE VILLAGE SENIOR'S
COMMUNITY - SPRUCEWOOD COURT LODGE

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW
CANADA) LOCAL 1106

Re: POSTING OF 6 - 10 AM AND 5 - 9 RPN POSITIONS

The parties agree that Article 17.03 shall not apply for authorized overtime work performed in excess of seven and one-half (7 1/2) hours per day, to a maximum of eight (8) hours per day, and nine (9) hours per day on the "once per week lab day" shift, or seventy-five (75) hours of work averaged over the scheduled pay period, to a maximum of eighty-two (82) hours per pay period, as it relates to the above positions.

The Parties also agree that Article 17.07 shall not apply to the above position to allow for a period of less than sixteen (16) hour off between shifts.

The parties also agree that for the purposes of rest periods as defined in Article 17.04, there shall be a fifteen (15) minute paid rest period on the 6 - 10 a.m. portion of the shift, a fifteen (15) minute paid rest period on the 6 - 11 a.m. portion of the "once per week lab day" shift, and a fifteen (15) minute paid rest period on the 5 - 9 p.m. portion of the shift.

This Letter of Understanding shall only apply to:

- One (1) Full-Time position for the 6 -10 a.m. and 5 -9 p.m.
- One (1) Part-Time position for the 6 -10 a.m. and 5 -9 p.m.
- Scheduled relief for the above positions.

Signed at Hanover, this 23 Day of May, 2012

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

REVERA RETIREMENT cob as THE VILLAGE SENIOR'S
COMMUNITY - SPRUCEWOOD COURT LODGE

- and -

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW
CANADA) LOCAL 1106

Re: Recent Related RPN Experience

Where an RPN is hired and has recent relevant (as determined by the employer) RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to the maximum of the grid. Such experience, when approved, will be granted on the basis of the one year's movement on the grid for each one year's experience. Where the experience is part time one year equals (1650) hours worked. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment and if she fails to do so shall not be entitled to recognition.

Signed at Hanover, this 23 Day of May, 2012

FOR THE EMPLOYER

K. Plan
Lisa SS
Debbie Barber

FOR THE UNION

Jean Ward
Kathy Branger
Debbie Fortney
Wm. J. Latta

Jean Ward
Lathy Grainger
Shirley Foote
Wm. Fallon

LETTER OF UNDERSTANDING

BETWEEN

REVERA RETIREMENT c.o.b. as THE VILLAGE
SENIOR'S COMMUNITY - SPRUCEWOOD COURT LODGE

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW
CANADA) LOCAL 1106

Re: Investigation of Alleged Abuse

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 alleged abuse. Where 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 schedule hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Union Committee person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Where an interview of an employee witness is conducted by the Employer, the employee witness may request that a Union Committee person be present.

Furthermore, the parties will 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.

Signed at Hanover , this 23 day of May

, 2012

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

WAGES

CLASSIFICATION		Expired Rate	Jan 1/11	April 30/12
Guest Attendant (Dietary Aide, Housekeeping Aide)	Start	13.48	13.75	14.02
	1 Yr	14.20	14.48	14.72
	2Yrs	14.86	15.16	15.46
	3Yrs	15.53	15.84	16.16
RPN	Start	17.64	17.99	18.35
	1 Yr	18.30	18.67	19.04
	2Yrs	18.95	19.33	19.72
	3Yrs	19.65	20.04	20.44
NOTE: Nurse Aide in possession of a Health Care Aide Or Personal Support Certificate will be paid a premium of .25 cents				

WAGES

Sprucewood Agreement

January 1, 2011 2.00% wage increase to all levels and classifications
April 30, 2012 2.00% wage increase to all levels and classifications



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