



COLLECTIVE AGREEMENT

Between:

**The Village of Winston Park
Nursing Employer
Full-Time and Part-Time Employees
(hereinafter called the "the Employer")**

- and -

**National Automobile, Aerospace,
Transportation and General Workers
Union of Canada
(CAW-Canada)
and its Local 1106
(hereinafter called the "the Union")**

Expiry: November 30, 2013

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Letter of Understanding

WHEREAS the Union, by certification dated March 5, 2002, is the certified bargaining agent of all nursing Employer employees of Winston Hall Nursing Employers Limited, operating as Winston Park Nursing Employer, save and except supervisors, persons above the rank of supervisor, graduate and registered nurses, office and clerical staff, employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

WHEREAS the Union, by certification dated March 5, 2002, is the certified bargaining agent of all nursing Employer employees employed for not more than twenty-four (24) hours per week and students employed during the school vacation period of Winston Hall Nursing Employers Limited, operating as Winston Park Nursing Employer, save and except supervisors, persons above the rank of supervisor, graduate and registered nurses, office and clerical staff.

Clarity Note:

For purposes of clarity, the Board notes the parties' agreement that the Administrator, Director of Environmental Services, Hospitality Supervisor, Director of Nursing Care, Assistant Director of Resident Care, Director of Food Services, Director of Recreation and Volunteer Services, Accountant and Functional Abilities Clinician are excluded.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union, and to provide orderly procedure for the prompt and equitable disposition of grievances, and for the maintenance of mutually satisfactory hours of work, wages, and working conditions in the Nursing Home.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement.
- 2.02 In accordance with the Ontario Human Rights Code (the "Code"), there shall be no discrimination or harassment by the Employer, the Union, or any employee on the grounds established in Section 5.1 of the Code.
- 2.03 Supervisors and all other persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency, safety, experimental work, or instances mutually agreed upon by the parties.
- 2.04 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to employees in the bargaining unit as hereinbefore defined and where the feminine pronoun is used in the Agreement it shall be deemed to include the masculine pronoun and vice-versa where the context so requires.
- 2.05 Nursing students (RNs, RPNs, HCAs) do not constitute a violation of Article 2.03.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) determine and establish standards and procedures for the care and welfare, safety, and comfort of the residents in the Residence and to plan, direct, and control the work of the employees;

- b) maintain order, discipline, and efficiency; to establish and revise from time to time, and enforce reasonable written rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy sent to the Union);
- c) hire, transfer, lay off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of unjust discipline or discharge by an employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided;
- d) determine location of the operation and their expansion or their curtailment of the operation, the direction of the working forces, the schedules of operations, the number of shifts, job content and decide on the number of employees needed by the Employer at any time.

ARTICLE 4 - REPRESENTATION

- 4.01 The Union will elect or otherwise select a Union Committee composed of two (2) full-time and two (2) part-time employees and the Employer shall recognize the said Committee for the purpose of handling any grievances and negotiations for the renewal of the agreement. The Union Committee shall consist of one (1) Chairperson and three (3) committee persons. There shall be two (2) elected Health & Safety Committee members from the bargaining units.
- 4.02 The Union Committee shall have the right at any time to have the assistance of representatives of CAW Union, Local 1106 President, or his designate when meeting with the Employer or the Employer's representatives. With the permission of the Administrator or his designate, such representation shall have access to the Employer's premises.

- 4.03 The Union acknowledges and agrees that members of the Union Committee have regular duties to perform in connection with their employment and only such time as is necessary for the prompt processing of Union business will be consumed by such persons during working hours.

The Union Committee members or designate 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.

- 4.04 a) The Union agrees to supply the Employer with the names of the Union Committee members and will keep such list up to date.
- b) The Union Committee Members and the grievor shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings on the Employer's premises (including meetings with grievance settlement officers) with representatives of the Employer.
- c) Union Committee members shall receive their regular straight time hourly rate for all regular hours they would have been scheduled to work but were unable to because of direct negotiations between the Employer and the Union up to but not including the conciliation process.

The Employer will provide up to two (2) employees in the bargaining unit the opportunity to reschedule their days off to a maximum of two (2) days per week. If the supervisor is unable to accommodate a change in schedule for one (1) or both of the employees, such employee(s) will be paid seven and one half (7.5) hours for the day.

- d) The Employer will provide the Union Committee with a locker. The Union will supply its own lock. Upon request by the Union an available room and telephone

shall be provided. Such requests shall not be unreasonably made or denied.

- e) The Employer agrees to advise the Union in writing with a list of supervisors and the administration and to advise the Union promptly of any change in the same.

4.05 CMI Results

The Employer agrees to meet with the Union as part of the regular Labour Management Meeting to:

- Review what the annual CMI and CMM are and the potential impact of these factors on staffing levels; and,
- Discuss and receive suggestions about any actions that the Employer may be planning relating to the CMI results.

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

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

4.06 EAP Committee

The Employer and the Union share a deep concern about the problems which exist in our society today. Therefore, the Employer agrees to continue the Employee Assistance Program presently in effect. In addition, the Committee, consisting of at least two (2) but not more than three (3) representatives of the Employer and the Union will update and modify the program as required by mutual agreement.

This Committee will meet on a regular basis and will promote its functions with a view of encouraging employees

to bring possible problem situations to the attention of the Committee as soon as possible.

The Employer will ensure that all members of the Committee will be given the opportunity to attend training and education courses related to the Employee Assistance Program, at no cost to the Committee members including lost time during their regular working hours where applicable.

The Committee will set up education programs for both Management and Union representatives concerning various problems in society. Any lost time incurred on courses approved by the Employer related to this program, will be paid by the Employer.

The Employer recognizes that Committee Members must share their own time for this program for this to be effective. Therefore, any lost time during regular working hours will be paid by the Employer with no loss of earnings to the Member(s).

The Committee will keep all matters brought to its attention in strict confidence.

The Employer and the Union will meet within six (6) months of ratification of the collective agreement to mutually put in place an EAP Committee.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees covered by this agreement shall have union dues deducted monthly as a condition of employment.
- 5.02 The Employer shall deduct monthly union dues as set forth in the Constitution and By-Laws of the Union and shall remit same, together with the name, job classification and hours worked by each employee from whom the deductions were made, to the Secretary-Treasurer of the Union prior to the last day of each monthly period for which the deductions were made. The Union agrees to save the Employer harmless from any and all claims which may arise as a result of such deduction payment.

- 5.03 The Employer shall inform the Union committee of new hires and a new employee will have the opportunity to meet with a representative of the union in the employ of the Employer for a period of fifteen (15) minutes during the employee's first week of employment without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually, for employees by the Employer as part of the orientation program.
- 5.04 The Employer will provide, on a quarterly basis, a list of names, addresses, telephone numbers and classifications of all employees, to the Union Chairperson and the Local Union.
- 5.05 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 5.06 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 5.07 The Employer will make a payment to the Union of \$625 for each bargaining unit.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration, or alleged violation of this agreement.

Step No. 1

- a) Any employee having a grievance will make known to her immediate supervisor the fact that she has a grievance within seven (7) calendar days after the incident giving rise to the grievance.

- b) Within seven (7) calendar days of this notification, the immediate supervisor will have a meeting with the employee for the purpose of discussing the grievance. The employee shall have her committee person or designate present during this verbal discussion.
- c) The immediate supervisor shall state her decision verbally within seven (7) calendar days from the date of this discussion.

6.02 Step No. 2

- a) If the employee is dissatisfied with the decision of the immediate supervisor, the grievance shall be placed in writing and shall state the nature of the grievance and the redress sought.
- b) This written grievance, signed by the employee, must be presented to the Administrator or her designated representative by the committee person or designate within seven (7) calendar days from the date of the immediate supervisor's reply in the first step of the grievance procedure.
- c) Within seven (7) calendar days of receipt of the grievance, the Administrator or her designated representative will arrange a meeting with the Union. If desired, the Employer will be represented by the immediate supervisor and Administrator or their designate(s). The Union will be represented by the Union Representative (or designate), one committee person, the grievor, and committee persons not at work.
- d) Within seven (7) calendar days of this meeting the Administrator or her designated representative shall render her decision in writing.
- e) The Union shall indicate within one (1) calendar month after receipt of the Administrator's letter their agreement or intent to proceed to arbitration.

6.03 Group Grievance

Where two (2) or more employees have a grievance which raises the same issue and are taking the same position, the grievance may be submitted at Step 2 within twenty-one (21) calendar days of the event giving rise to the grievance. The grievance shall be processed subject to all the remaining applicable provisions under the grievance procedure.

6.04 Time Limits Imposed on Grievances

- a) Any grievance which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the agreement shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.
- b) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.
- c) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.
- d) All reference made to the number of calendar days of time limits in the different steps of the grievance procedure shall exclude Saturdays, Sundays and holidays recognized in this agreement.

6.05 Harassment Policy in Respect of CAW Members

1. Policy

Harassment prohibited by the Ontario Human Rights Code including sexual harassment is offensive, degrading and threatening. The Employer and the CAW do not tolerate any form of prohibited

harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?

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

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably 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.

3. Responsibilities

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

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and the CAW will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and the CAW.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result

of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

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

4. Procedure

The Employer and the CAW 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 CAW will inform the complainant that she has the right to withdraw from any further action in connection with

the complaint at any stage. All complaints will be held in confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are brought to the attention of the Employer and the CAW. They may be either verbal or in written form.
2. The Employer and the CAW will document the complaint and the individual will be informed of his or her rights.
3. 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.
4. 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.
5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
6. An internal resolution will be attempted between the complainant and the respondent by the Employer and the CAW.
7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and the CAW.
9. 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.

10. 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.
11. 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.

ARTICLE 7 - POLICY GRIEVANCE

- 7.01 A grievance of general application by either the Employer or the Union affecting either of the parties directly arising out of the interpretation or administration of the collective agreement may be submitted at Step 2 of the grievance procedure. Such grievance must be submitted within fourteen (14) calendar days after the incident giving rise to the grievance. It is understood that a Union grievance shall not include any matter upon which an employee is personally entitled to grieve, unless the employee's grievance is common to a group of employees. Both committee persons and Union Representative or designate may attend the grievance meetings.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 8.01 A claim by an employee who has completed probation that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or designate within fourteen (14) calendar days after the employee has received her discharge notice. Such grievance will be taken up at a special meeting with the Administrator or designate at Step 2 of the Grievance Procedure.

Such special grievance may be settled by confirming the Employer's action in dismissing the employee, by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

An employee who has not completed her probationary period may be terminated at the discretion of the Employer and which action may not be taken up as a grievance. The Employer agrees not to exercise this right in an arbitrary manner.

The record of an employee shall not be used against her if her record has been cleared for eighteen (18) months. Disciplinary sanctions for matters involving a resident or a family member shall remain on file for 36 months after the date of the last formal disciplinary action on file which involved a resident or a family member.

An employee, subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right at the time she is disciplined to the presence of the Union Committee member or designate, or if neither is available a member representative of the employee's choice who is working on the current shift.

Where the Employer has received information and as a result determines that it should investigate an incident, it may temporarily suspend an employee from the workplace in order to conduct the investigation. Such suspension shall not be disciplinary. If the employee is at work at the time of the suspension, then she shall have the right to the presence of a Committee Member, or if none are then at work to the presence of an at-work co-worker of the employee's choice, at the time she is suspended. If the employee is not at work at the time of such suspension, then she will be contacted directly by the Employer and a Committee Member shall be advised of it within the next 2 days.

Staff Abuse

The parties agree that abuse of staff, including threatening behavior, 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 behavior 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 behavior 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 by the Joint 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.

Resident 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 abuse. If an employee sees or becomes aware of an action which may appear to be abusive, they have a legal and moral obligation to report that action to their immediate supervisor.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. Both the employer and the Union will support such employee in bringing forth any good faith allegations of resident abuse. For clarity all employees should understand and accept that any person who is accused of abuse has a right to answer the allegations, and to explain their actions.

The Union further agrees to work with the Employer to promote an abuse-free environment for all residents.

8.02 An employee shall, upon written request, be granted the opportunity to view her personal file in the presence of the Administrator or designate. Information to be viewed will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident Reports
4. Medical File

Such viewing will be scheduled by the Administrator within two weeks of the request.

- 8.03 The parties recognize that residents have the right to be free from verbal and physical abuse. It is the responsibility of each employee to treat residents with dignity and respect.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01 Failing a satisfactory settlement in Step 2 of the grievance procedures, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fourteen (14) working days after the Labour Relations Specialist or his representative's response.

- 9.02 The following shall be the arbitrators for the term of this agreement who will rotate in the order of their names:

W. Rayner	Tim Armstrong
Earl Palmer	W.M. Kaplan
Louisa Davies	

- 9.03 The sole arbitrator will set the date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- 9.04 The decision of the sole arbitrator, shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this collective agreement and shall not in the award add to, delete from or otherwise alter or amend any provisions of the agreement.
- 9.05 The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- 9.06 Any extension of the time limits may be made by either party, by mutual consent, in writing; otherwise all time limits are mandatory.

9.07 At any Arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangement will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Employer to view any working condition which may be relevant to the resolution of the grievance at a reasonable time and so as not to interfere with the function of the Employer or its residents.

9.08 Grievance Commissioner

The Employer and the union agree that upon joint application of the parties, a private Grievance Settlement/Mediation Officer may be called in to attempt to effect a settlement between the parties in respect to any unresolved grievance. The parties further agree that this process is not meant to delay the prompt processing of any grievance and that the expenses of the Grievance Settlement Officer/Mediator shall be shared 50/50 between the parties.

9.09 If a matter has been referred to arbitration, and after a period of six (6) months no hearing date has been scheduled, the grievance will be deemed to be withdrawn, unless mutually agreed otherwise.

ARTICLE 10 - UNION/EMPLOYER MEETINGS

10.01 Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Union/Employer Committee Meeting during the term of this Agreement, the following shall apply. It is understood that such matter could include scheduling.

The Union Committee and Employer shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

11.01 There shall be no strike or lockout during the term of this agreement. The term "strike" and "lockout" shall be defined as per the Ontario Labour Relations Act, as amended.

ARTICLE 12 - DISCRIMINATION, HARASSMENT AND VIOLENCE AGAINST WOMEN

12.01 Both the Employer and the Union are committed to providing a workplace free of discrimination and harassment. All employees are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Code. Prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as defined in the Code. This provision shall be interpreted in accordance with and subject to the provision of the Code.

12.02 Complaint and Investigation Procedure

- a) If an employee believes that she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may bring the incident forming the basis of the complaint to the attention of his Supervisor and/or the Union Representative. In minor cases, between bargaining unit employees only and not involving repeat incidents, the Employer and the Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees informally using the CAW Internal Procedure without a full investigation when so requested by the bargaining unit complainant. The outcome and a full report of this attempted resolution

will be communicated to the Employer's Labour Relations Specialist.

- b) The employee may submit his complaint in writing to the Employer.
- c) The Employer will conduct an investigation of the complaint. The investigation will include interviews of the complainant, any employee or supervisor accused in the complaint, witnesses and any other persons named in the complaint. Any Union member interviewed by the Employer may if he so wishes, have Union representation present during the interview.
- d) The Employer agrees that where practicable, the investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed with fifteen (15) calendar days after the lodging of the written complaint.
- e) In conducting investigations, both the Employer and the Union shall, to the extent practicable, maintain confidentiality.
- f) In the event the complaint remains unresolved and a violation of the Collective Agreement is alleged, the matter may be considered as a grievance beginning at Step 2 of the grievance procedure.
- g) The Employer agrees that the Union will also have the right to conduct an investigation and will have the right to interview all witnesses. Management witnesses will be allowed to have the Labour Relations Specialist present during interviews.
- h) Nothing in this procedure prevents an individual employee complaining of harassment or discrimination from filing a complaint under the Code.

12.03 In order to ensure that all concerned are aware of their rights and obligations under this Code, an in-service will be developed on this topic. The content of the in-service shall

be discussed at a Labour Management meeting in advance of its delivery.

12.04 Violence Against Women

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

12.05 Woman's Advocate

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

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

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

ARTICLE 13 - SENIORITY

13.01 Full-Time

A new employee will be considered on probation until after she has completed forty-five (45) days of work within any twelve (12) 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 hired by the Employer. An employee who has not completed her probationary period may be terminated at the discretion of the Employer and which action may not be taken up as a grievance. The Employer agrees not to exercise this right in an arbitrary manner

Part-Time

A new employee will be considered on probation until after she has completed three hundred thirty-seven and one half (337 ½) hours of work within any twelve (12) 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 hired by the Employer. An employee who has not completed her probationary period may be terminated at the discretion of the Employer and which action may not be taken up as a grievance. The Employer agrees not to exercise this right in an arbitrary manner.

13.02 Seniority is defined as length of continuous service in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be considered in matters of transfers, demotions and assignments. Seniority shall be applied in determining preference for promotions, layoffs and recall as set out in other provisions of this Agreement.

13.03 The Employer will supply the Union Committee members with a copy of the Seniority List as well as forwarding a copy to the Local Union Office. Such list will be revised effective January 1st and July 1st, and shall be posted on the Union Bulletin Board by the end of January and July, respectively. Any questions regarding the seniority list must be submitted

to the Employer within thirty (30) days following the posting of the list, failing which the list shall be deemed to be correct for all purposes.

13.04 Full-Time

Seniority shall be defined as continuous service with the Employer since the date of hire by the Employer.

Part-Time

Seniority for part-time employee(s) shall be defined by the number of hours worked in the bargaining unit.

If a part-time employee is to be laid off, the least senior employee where the layoff occurs, will be laid off first.

13.05 Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Chairperson of the Union Committee and sent to the Union Office.

13.06 Grievances concerning layoffs and recalls shall be initiated at Step 1 of the grievance procedure.

13.07 No new employee shall be hired in the classifications in which a layoff has taken place until the laid off employees who retain seniority have been given the opportunity to return to work.

13.08 Seniority will be broken, employment shall be deemed terminated, and the employee's name removed from the records of the Employer for any of the following reasons if:

- a) The employee voluntarily resigns, retires, or quits;

- b) The employee is discharged and is not reinstated pursuant to the grievance or arbitration procedures as provided in this Agreement;
- c) The employee is laid off for a period in excess of thirty-six (36) months;
- d) The employee is absent from work for three (3) working days without a satisfactory reason or without notifying the Employer;
- e) The employee fails to report as scheduled upon termination of leave of absence, vacation or suspension, without notifying the Employer, unless such was not reasonably possible;
- f) An employee fails to notify the Employer within five (5) working days of their intention to return to work within ten (10) working days (exclusive of Saturdays, Sundays and paid holiday) following a layoff and after being notified by registered mail to do so, unless such was not reasonably possible. Such date to be confirmed in writing by the Employer with a copy to the Union Office;
- g) An employee fails to return to work on the date specified without notifying the Employer, unless such was not reasonably possible;
- h) An employee commits a proven act of resident abuse, either verbal or physical;
- i) An employee commits a proven act of theft of resident property, staff property, or Winston Park property;
- j) An employee leaves the workplace during her shift without notifying her supervisor;
- k) In cases of Workers Compensation absences, seniority is frozen after twelve (12) months for a period of an additional twelve (12) months.

13.09 An employee whose status is changed from full-time to part-time, or the reverse, will receive full credit for her full seniority and service on the basis of 1800 paid hours equaling 1 year of seniority and service.

Layoff and Recall

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

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

If her service is greater than:

nine (9) years	-	nine (9) weeks notice;
ten (10) years	-	ten (10) weeks notice;
eleven (11) years	-	eleven (11) weeks notice;
twelve (12) years	-	twelve (12) weeks notice;

13.12 Layoff Procedure

- a) In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) accept the lay-off; or
 - ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified

for, 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.

Notes:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) 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 is within five percent (5%) of the laid off employee's straight time hourly rate provided she is qualified for, as required by law, and can perform the duties without training other than orientation. Such employees 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 calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

13.13 Recall Rights

- a) An employee shall have opportunity to recall from a lay-off 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, 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 eight (8) 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 five (5) working days (exclusive of Saturdays, Sundays, and paid Holidays) after being notified to do so by Registered Mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and return 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 to 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.

13.14 Benefits of Layoff

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

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The normal work day shall consist of seven and one half (7 ½) hours exclusive of a minimum one half (2) hour unpaid lunch break.

14.02 The normal work period will consist of seventy-five (75) hours which shall be averaged over a two (2) week pay period.

14.03 It is understood that Article 14.01 and 14.02 are not a guarantee as to the hours of work per day or as to the hours of work per week nor as a guarantee of working schedules.

14.04 An employee who is scheduled to work a seven and one half (7 ½) hour shift, exclusive of a minimum one half (½) hour unpaid lunch break will be entitled to a fifteen (15) minute rest period scheduled by the Employer during the first half and in the second half of the shift.

14.05 The employer agrees that each time schedule shall contain a period of four (4) weeks and that it will be posted two (2) weeks prior to the start of such schedule.

14.06 Subject to Article 14.10 below, if an employee who has left the premises of the Employer and who is requested to and reports for work outside her regular scheduled working hours on that same day shall be paid a minimum of three (3) hours pay at straight time or the rate of time and a half for

the hours so worked, whichever is the greater, provided the hours so worked do not overlap and extend into his/her regular shift, she shall receive pay for the hours actually worked prior to the commencement of the regular shift at the rate of one and one half (1 and ½) the regular rate of pay.

14.07 There shall be no pyramiding of overtime under any circumstances.

14.08 During the changeover from Daylight Savings Time to Standard Time, and vice versa, an employee shall be paid for 7.5 hours, notwithstanding that she has worked either 6.5 hours or 8.5 hours.

14.09 Employees may agree to exchange shifts if such exchange is approved by the Employer and on the understanding that such exchange shall not result in any premium pay by the Employer.

14.10 Overtime at the rate of one and one-half (1 ½) the employee's regular rate of pay is time worked in excess of seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period. Overtime can only be worked upon the approval of the Administrator or her designate.

14.11 When an employee reports for work at her assigned starting time without being notified four (4) hours in advance by the Employer not to report to work, then the employee shall receive work, or pay in lieu of work, for four (4) hours during that day. Employees are required to notify the Employer of return to work after any absence, eight (8) hours prior to the start of the shift on which they plan to return.

14.12 Where a call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, the employee will be paid as if the entire shift had been worked provided she completes the shift for which she was called in.

14.13 Employee requests for time off must be submitted in writing, on a form provided by the employer 2 weeks prior to the posted schedule. The Employer will consider requests in

the order they were submitted and will consider such requests subject to Operational requirements and shall not unreasonably deny such request. In cases of other leave requests under this Article, such leaves shall be granted in accordance with the Emergency Leave Provisions of the *Employment Standards Act, 2000*.

14.14 Scheduling

1. Call-ins will be done on a rotational basis from the employee list in order of seniority who have expressed their availability to the Employer in writing.
2. If an error is made and a staff member is skipped for a call-in, the next call in shift of equal value will be offered as recourse to that employee.
3. The Union Committee will, upon request to the Administrator or designate, have reasonable access to the call-in availability list.
4. The Employer agrees to meet within 45 days of ratification with the Union Committee to review and address any concerns with the Master Schedule.
5. The employer agrees that if an 8 hour shift comes available and the next part-time employee on the call-in rotation is currently scheduled to work a 3 hour shift, the employee will be offered the opportunity to work the 8 hour shift and, if the employee accepts the 8 hour shift, the employer will call in the next employee on the rotation for the 3 hour shift.

14.15 Employees required for reporting purposes shall remain at work for a period of up to 15 minutes beyond the end of their shift which shall be unpaid. Should the reporting time extend beyond 15 minutes, however, the entire period shall be paid at straight time.

14.16 A casual part-time employee means an employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to her, however, such employee shall be available a minimum of one (1) shift every ninety (90) days. An employee who fails to meet this requirement shall be

removed from the seniority list unless there is a bona fide reason why the requirement cannot be met.

ARTICLE 15 - PAID HOLIDAYS

15.01 Employees will be entitled to the following holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Boxing Day	

If an additional statutory holiday is proclaimed it shall be deemed to replace one of the holidays listed above so that the Employer's obligation totals eleven (11) holidays.

15.02 The Employment Standards Act provisions will determine the qualifiers for holiday pay and the amount of the holiday pay.

15.03 Where an employee is scheduled to work on a holiday, she shall be paid at the rate of one and one half (1 ½) times her regular straight time hourly rate for all hours worked, in addition to her holiday pay entitlement if she qualifies for such pay as outlined in Article 15.02. At the employee's option, and provided the Employer receives at least four weeks written notice in advance of the holiday, she shall be paid at the rate of one and one half (½) her regular straight time hourly rate for all hours worked, and may receive an alternate day off with pay, provided she qualifies under this article, at a mutually agreeable time within the following sixty (60) calendar days.

If the employee wishes to extend this time period, the request must be made to the Administrator. Requests will not be unreasonably withheld.

15.04 An employee who is scheduled to work on a recognized holiday, and who fails to do so, shall lose her entitlement for the holiday pay, except where such absence is due to

illness, injury or other reasonable excuse. Employees who receive holiday pay under this article shall not receive additional pay (e.g. sick leave).

15.05 If one of the above named holidays occurs on an employee's regular day off, and the employee qualifies under 15.02, the employee will be paid her holiday pay, and at her option may receive an alternate day off without pay, at a mutually agreeable time within the following sixty (60) calendar days.

If the employee wishes to extend this time period, the request must be made to the Administrator. Requests will not be unreasonably withheld.

15.06 Where a paid holiday occurs during an absence due to illness/injury an employee, if eligible, shall receive sick pay or weekly indemnity benefits for the paid holiday. She shall not receive holiday pay. If, however, her weekly indemnity is less than one hundred percent (100%) of the straight time wages she would have earned for the day, then she shall have weekly indemnity topped up to one hundred percent (100%) from any holiday pay which she would otherwise have been entitled to receive for the day. If an employee is not eligible for sick pay or weekly indemnity for such an absence, then she shall receive holiday pay if she is otherwise eligible.

15.07 The normal working schedule will be suspended from December 15 to approximately January 15 so that employees will have either Christmas Day or New Year's Day off. Employees may be required to alternate from year to year working Christmas Day or New Year's Day. The mechanics of this entitlement will be developed on a home by home basis.

The Employer agrees to meet with the union committee of each home within forty-five (45) days of ratification, or as may otherwise be agreed, to formalize the implementation of this provision. The parties will draft a protocol which will provide the method for scheduling in the Christmas & New Year's period.

ARTICLE 16 - VACATIONS

16.01 It is mutually agreed all employees shall receive vacation with pay on the following basis:

Full-time

- a) Employees who have completed less than twelve (12) months of employment as of April 30th, shall be entitled to one (1) day vacation for each completed month of employment with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30th.
- b) Employees who have completed one (1) year of employment as of April 30th, shall be entitled to two (2) weeks vacation with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30th.
- c) Employees who have completed three (3) years of employment as of April 30th, shall be entitled to three (3) weeks vacation with pay computed at six percent (6%) of gross earnings for the twelve (12) month period prior to April 30th.
- d) Employees who have completed eight (8) years of employment as of April 30th, shall be entitled to four (4) weeks vacation with pay computed at eight percent (8%) of gross earnings for the twelve (12) month period prior to April 30th.
- e) Employees who have completed fifteen (15) years of employment as of April 30th, shall be entitled to five (5) weeks vacation with pay computed at ten percent (10%) of gross earnings for the twelve (12) month period prior to April 30th.
- f) Employees, who have completed twenty three (23) years of employment as of April 30th, shall be entitled to six (6) weeks vacation with pay computed at twelve percent (12%) of gross earnings for the twelve (12) month period prior to April 30th.

- g) Effective the 2009 vacation year, employees who have completed twenty seven (27) years of employment as of April 30th, shall be entitled to seven (7) weeks of vacation with pay computed at fourteen percent (14%) of gross earnings for the twelve (12) month period prior to April 30th.

Part-time

- a) Employees who have completed less than five thousand four hundred (5400) hours paid as of April 30th shall be entitled to two (2) weeks vacation with pay computed at four percent (4%) of gross earnings for the twelve (12) month period prior to April 30th.
- b) Employees who have completed more than five thousand four hundred (5400) hours paid as of April 30th shall be entitled to three (3) weeks vacation with pay computed at six percent (6%) of gross earnings for the twelve (12) month period prior to April 30th.
- c) Employees who have completed more than fourteen thousand four hundred (14,400) hours paid as of April 30th shall be entitled to four (4) weeks vacation with pay computed at eight percent (8%) of gross earnings for the twelve (12) month period prior to April 30th.
- d) Employees who have completed more than (twenty-seven thousand) 27,000 hours paid as of April 30th shall be entitled to five (5) weeks vacation with pay computed at ten percent (10%) of gross earnings for the twelve (12) month period prior to April 30th.
- e) Employees who have completed forty one thousand, four hundred (41,400) hours paid as of April 30th shall be entitled to six (6) weeks vacation with pay computed at twelve percent (12%) of gross earnings for the twelve (12) month period prior to April 30th.
- f) Effective the 2009 vacation year, employees who have completed more than fifty thousand, four hundred (50,400) hours paid, as of April 30th shall

be entitled to seven (7) weeks of vacation with pay computed at fourteen percent (14%) of gross earnings for the twelve (12) month period prior to April 30th.

- 16.02 The time of vacation for each employee each year will be mutually arranged between the employee and the Employer, provided however that if there is a dispute over a respective vacation date between the employees, seniority of an employee shall be the governing factor.
- 16.03 An employee leaving the employ of the Employer for any reason at any time in her vacation year before she has had her vacation shall be entitled to her percentage of wages as provided in this Article in lieu of such vacation.
- 16.04 Employees shall indicate their vacation preference by March 15th. Once the employee's vacation period is approved it shall not be changed without the consent of the employee and the Employer. The listing of vacation periods shall be posted by May 1st.
- 16.05 All employees entitled to vacation leave shall be paid vacation pay from their bank in proportion to the amount of leave taken and payment shall be on the regular pay day which corresponds to the period of leave taken.
- 16.06 During the period June 1st to September 15th an employee shall be entitled to receive her vacation in an unbroken period of up to three (3) weeks. At other times employees may take their full vacation in an unbroken period. This article is subject to the provisions of 16.02 and 16.04.
- 16.07 Vacations shall be taken between May 1st of the current year and April 30th of the following year. Vacations earned in more than one vacation year may not be taken consecutively.
- 16.08 If one of the paid holidays occurs during an employee's vacation, the employee will be credited with an additional day off with pay, if the employee would have normally been scheduled such that she would have qualified for Holiday Pay under 15.02.
- 16.09 Vacations should start on a Monday unless otherwise requested by the employee.

16.10 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of bereavement leave as set out in Article 18.03 shall apply and the employee may take the leave as an extension to vacation or at another time, in either case with the prior agreement of the Employer. Pay for the period of bereavement will be the amount that the employee would have received as if she had not been on vacation at the time of the death and it will be paid at the time the leave is taken.

- 16.11 Employees may use 1 week of vacation leave as single days. For full-time employees this will include up to five (5) days and for part-time employees up to two (2) days of leave. Pay will be determined by Article 16.05. Requests will be considered only after the posting of the vacation schedule on May 1st and will not be allowed if to do so would displace vacation leave already granted. Requests must be submitted no later than 2 weeks before the start of the work schedule during which the vacation day would occur. Employees may not book single days during June, July, August or December. Requests will be considered subject to the operational requirements of the Home.

ARTICLE 17 - SICK LEAVE

- 17.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the following basis providing sick leave credits are available:

Full-time

- a) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7 ½) hours for each one hundred sixty-two and one half (162 ½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits beyond seventeen (17) weeks, which are described below.

The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness and injury for week eighteen (18) through thirty (30) of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight time wages lost.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction. If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.

Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval, the Employer shall not be liable for additional coverage than contemplated by this proposal.

- b) 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 satisfactory documentation of illness and the hospitalization. The

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

- c) Employees understand that they will provide the most notice possible of an absence due to personal illness or other cause, but in any event the amount of notice shall be no less than 4 hours for the afternoon and night shifts.

Part-time

- a) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7 ½) hours for each one hundred sixty-two and one half (162 ½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits beyond seventeen (17) weeks, which are described below.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction.

If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.

Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval,

the Employer shall not be liable for additional coverage than contemplated by this proposal.

- b) 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 satisfactory documentation of illness and the hospitalization. The portion of the employee's vacation if deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- c) Employees understand that they will provide the most notice possible of an absence due to personal illness or other cause, but in any event the amount of notice shall be no less than 4 hours for the afternoon and night shifts.

17.02 Prior to receiving sick pay, an employee may be required to provide the Employer with a doctor's certificate certifying that she is unable to carry out her normal duties due to sickness. Such request shall be based on reasonable grounds.

17.03a) If the Employer requires a sick leave certificate in accordance with past practice of the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

- b) In alternative to (a) 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 and in relation thereto.

17.04 Absence for injury compensable under the provisions of the Workers Compensation Act shall not be charged against sick leave credits.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Personal Leave

- a) Leave of absence for personal reasons may be granted at the discretion of management, provided that it does not disrupt the efficiency and service of the Employer. Requests for such leave must be made in writing at least one (1) month prior to the commencement of the leave, except in case of emergency, and must state the date of leaving and the date of return.
- b) An employee may request an unpaid leave of absence to care for a sick child or family member if at least (2) hours notice is given prior to the scheduled shift. Subject to availability of staff, approval for such request will not be unreasonably withheld. The Employer may require an employee who takes leave under this provision to provide reasonable evidence that the employee is entitled to the leave.

18.02 Pregnancy/Parental Leave

- a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
- b) 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.

- c) Pregnancy leave shall be granted as a right.
- d) 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 Parental Leave.

- e) Notwithstanding Article 18.02 (c) above, an employee must complete 10 months of continuous 18 service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

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

Such payment shall commence after the two week unemployment 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 supplemental 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 Unemployment Insurance Act.

- f) An employee who does not apply for leave of absence under Article 18.02 (b) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 18.02 (b) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- g) During the period of leave, the Employer shall continue to pay the Employers portion of the 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 those amounts from the SUB payments.
- h) 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 pregnancy 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.

- i) 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 18.02 (h).
- j) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- k) 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.
- l) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Parental Leave of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

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 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 weeks (18) 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 Parental Leave, the provisions under (a), (g), (h), (i), (j), (k), and (1) shall also apply.

18.03 Bereavement Leave

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

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

- b) Upon the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-

law, legal guardian, grandparent, grandchild, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

- c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employees scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- e) An employee will not be eligible to receive payment under the terms of Bereavement leave for any period in which she is receiving payments for holiday pay.

Note: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

18.04 Union Leave of Absence

- a) The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer. In requesting such leave of absence, the Union must give ten (10) days clear notice to the Employer, to be confirmed by the Union in writing
- b) It is understood and agreed that where such leave of absence for attendance at Union schools and

conventions is granted, the Employer will continue to pay the employee(s) for the period of the leave of absence and then submit an account to the Union for the employee(s) wages and benefits, together with any other administrative costs.

- c) The Union and the Home agree that thirty (30) total days for leave can be shared by both bargaining units and up to two (2) part-time employees (with a maximum of three (3) employees from the combined units) may be involved in each request subject to the other provisions of 18.04.

18.05 Educational Leave

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's written notice and provided that such leave may be arranged without undue inconvenience to the normal operations of the nursing home as determined by the Employer. Applicants must indicate when applying the date of departure and specific date of return.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

18.06 Jury Duty and Crown Witness

- a) An employee who is selected for service as a juror or service as witness in cases where the crown is a party will be compensated for loss of pay from her regularly scheduled shift due to such service. Such compensation will be based on her regularly scheduled hours at her regular hourly rate less the fee received for her services as a juror or witness in cases where the crown is a party.

- b) In order for an employee to qualify for payment under this section she must:
 - i) inform her supervisor within twenty-four (24) hours of her selection for service as a juror or witness in cases where the crown is a party (unless such notice is not possible);
 - ii) provide a written statement to the employer indicating the date of her service as a juror or witness in cases where the crown is a party, the time so spent and the fee received for her services.

18.07 Family Leave of Absence

Family Medical Leave is available to all employees under the Employment Standards Act. It permits a leave of up to 8 weeks in a 26 week period for those who have to care for a family member whose medical condition is serious and who is in a significant risk of dying.

Family members to who this applies include a spouse, parent, child, step or foster parent and step or foster child, as provided in the Act.

Presently, up to 6 weeks of Employment Insurance benefits are available to employees who use this leave.

Employees who may wish to use the leave are encouraged to consult their supervisor for further details of this government program.

18.08 Maintenance of Benefits

In the event of an employee's absence without pay exceeding one calendar month, the employee will not accumulate seniority or service for any purposes under the collective agreement for the duration of such absence. Vacation and seniority shall be appropriately adjusted based on the duration of the absence and the employees anniversary date shall be adjusted accordingly.

During such absence, the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage. The Employer will continue the benefits as herein provided relating to sick leave, vacation, Health & Welfare program, while an employee is on sick leave or for twelve (12) months while on WSIB. Notwithstanding the above, an employee on sick leave shall acquire seniority for six (6) months.

ARTICLE 19 - HEALTH AND WELFARE

19.01 Full and Part Time

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer.

All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula. The seventy-five (75) paid hour equivalent provision will be:

a) **OHIP**

One hundred percent (100%) of the billing rate of the Ontario Health Insurance Plan (OHIP).

b) **EHC Plan**

The Employer agrees to pay one hundred percent (100%) of the billed premium rate for EHC (10/20 deductible) twenty percent (20%) co-insurance plan for each eligible employee in the active employ of the

Employer provided that the remainder of premium is deducted through payroll deduction. The drug benefit portion of the plan will cover only the cost of generic drugs except where prescribed otherwise by the attending health care professional.

Vision care in the amount of \$165.00 every twenty-four (24) months will be provided.

The Employer contribution to the cost of an eye exam will be seventy five (75) dollars every twenty-four (24) months.

Effective in the month after the month of ratification, increase hearing aide coverage to \$500, lifetime, including batteries and repairs.

Effective in the month after the month of ratification, increase orthotics coverage to \$250.

Effective in the month after the month of ratification, increase the paramedical coverage level to \$300.

c) Life Insurance

The Employer agrees to pay one hundred percent (100%) of the billed premium rate for \$20,000 Group Life Insurance for each eligible employee in the active employ of the Employer.

Effective in the month after the month of ratification, create AD & D coverage at \$20,000.

d) Dental Plan

The Employer agrees to pay fifty percent (50%) of the billed premium rate for a Dental Plan Blue Cross #7 or equivalent, twenty percent (20%) co-insurance (one year lag ODA) for each eligible employee in the active employ of the Employer provided that the remainder of the premium is deducted through payroll deduction.

Dental recall coverage for persons over 18 years of age shall be once every 9 months and fluoride treatments shall be covered only if the beneficiary is under 18 years of age.

The annual dental maximum coverage shall be \$1500.

Part Time Only

Accrual and payment of 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 probation percentage shall be determined by dividing the hours paid in the previous predetermined six month period by nine hundred seventy-five (975) and then multiplying by one hundred (100).

The predetermined six (6) month period shall coincide with the posting of the seniority list.

Hours paid in calculating proration formula will include Workers Compensation and Weekly Indemnity.

When an employee is on:

- a) pregnancy leave
- b) adoption leave
- c) approved leave of absence in excess of thirty (30) continuous calendar days.

Proration upon return shall be based on percent in effect prior to commencement of leave

19.02 Enrolment in Benefit Plan

Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except

as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year. Late enrollment or re-enrollment is subject to carrier approval. Initial benefits which may be claimed are as follows:

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

* During first twelve (12) months of coverage.

19.03(a) Sick Leave Credits

Full Time

- i) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7 ½) hours for each one hundred sixty-two and one half (162 ½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits beyond seventeen (17) weeks, which are described below.

The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering legitimate personal illness and injury for week eighteen (18) through thirty (30) of such illness or injury. Payment under weekly indemnity will be seventy percent (70%) of scheduled straight time wages lost.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction. If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.

Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval, the Employer shall not be liable for additional coverage than contemplated by this proposal.

- ii) 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 satisfactory documentation of illness and the hospitalization. The portion of the employee's vacation if deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

- iii) The employees understand that they will provide the most notice possible of absence due to personal illness, particularly for the afternoon or the evening shift.

Part-time

- i) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their last date of hire and shall continue to accumulate sick leave credits at the rate of seven and one half (7 ½) hours for each one hundred sixty-two and one half (162 ½) hours of service to a maximum of seventy-five (75) hours.

Providing credits are available, employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the first two (2) weeks of any one illness.

An employee shall apply for E.I. sick leave benefits for weeks three (3) through seventeen (17) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks three (3) through seventeen (17) of any legitimate illness or injury but shall not be eligible for benefits beyond seventeen (17) weeks, which are described below.

In a case where an employee has applied for and is waiting to receive E.I. benefits under this clause and payment is delayed, the employee may apply to the Employer for an advance. In such a case, the employee must present the Employer with proof of eligibility for the benefit to the Employer's satisfaction. If approved, the Employer will advance a sum equal to two (2) weeks of E.I. benefits in exchange for a written undertaking to repay the Employer at the earliest possible opportunity.

Note: The top-up scheme is subject to prior approval by the E.I. authorities and failing such approval, the Employer shall not be liable for additional coverage than contemplated by this proposal.

- 19.03 (b) The definition of same sex partner for the purposes of applying this article, where the term spouse or partner

is used, shall mean a person to whom an employee is married or with whom the employee is living in a conjugal relationship outside marriage, including a person of the same or opposite sex.

19.04 New Hires

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

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

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

19.05 The Employer may at any time substitute another carrier for any plan (other than OHIP) provided that benefits are equivalent to the present carrier. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. The Employer shall provide the Union with full specification of the benefit programs contracted for and in effect for the employees covered herein.

19.06 Benefits to Employees age 65 and Over

Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as employees under the age of 65,

19.01 (c) reduce Life Insurance by 50%

19.01 (b) EHC Plan and Vision Care

19.01 (d) Dental Plan

17.01: First two weeks of paid sick leave only

In any event, once an employee reaches age 70 and she continues to be employed, the benefits listed immediately above shall discontinue with the exception of the sick benefit for the first two weeks of a sick absence and the employee will receive in lieu, if any, as provided in this Agreement.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUMS

20.01 Where employees are required by the Employer to rotate among two (2) or more shifts, such employees shall be paid thirty cents (30¢) per hour for all hours worked on an evening or night shift. An evening or night shift shall be defined as a shift where the majority of hours worked fall outside 0700 and 1600 hours.

20.02 A weekend premium of fifteen (15) cents per hour will be payable on all hours worked between 11 pm Friday and 11 pm Sunday. Effective the first weekend in August 2009, the premium will increase to twenty (20) cents per hour.

ARTICLE 21 - UNION BULLETIN BOARDS

21.01 The Employer shall provide one (1) bulletin board which shall be placed so that all employees shall have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Union membership.

ARTICLE 22 - JOB VACANCIES AND NEW JOBS

22.01 When job vacancies occur in the bargaining unit, the Employer will post the position for a period of seven (7) calendar days on a bulletin board and a copy will be given to a Union Committee member.

22.02 The Employer shall post all vacancies clearly written on the bulletin board and indicate:

- a) posting date
- b) whether the posting is full-time, part-time or temporary
- c) job requirements
- d) starting date
- e) department concerned
- f) the home area(s) in which the work will be done
- g) the number of type of shifts to be worked
- h) the duration of posting and closing date

The particulars provided in paragraphs (f) and (g) are not unchangeable. The Employer retains its rights to change the areas in which employees work, their hours of work and the shifts that they are assigned.

22.03 Such vacancy or new job created shall be filled from the applications received and on the basis of seniority, provided the senior employee possesses the necessary qualifications and ability to perform the work required. Employees who have absentee records during the three (3) calendar months preceding the month of the posting in excess of the departmental average, unless such absences are verified by a physician's certificate, may have their absenteeism record considered as a factor in determining their ability under this provision. Upon successful promotion an employee will be placed on the rate in the new scale which represents an increase.

If a vacancy becomes available within the full-time bargaining unit and no full-time member applies for the position, the vacancy will be posted in the part-time bargaining unit. The position will be filled from within the part-time bargaining unit based on skill and ability. Where the skill and ability of two or more candidates are deemed relatively equal by the Employer, the person with the greater seniority will receive the position.

22.04 In the event the successful applicant, within thirty (30) days worked, or such longer period as mutually agreed in writing, proves unsatisfactory in the view of the Employer or requests a return to his/her former position, she shall be returned to the former position and classification rate without loss of seniority.

22.05 If there are no successful applicants to fill such vacancy or new job created from employees within the bargaining unit then the Employer will fill the vacancy or new job created in any manner the Employer sees fit.

22.06 Only the original job and first vacancy from the successful applicant will be posted. Vacancies arising out of the second posting will be filled by the Employer.

22.07 Should any new job classifications be established by the Employer within the bargaining unit during the life of this agreement the Employer will notify the Union of the new job classification and the range of wage rate for such classification. Within a period of thirty (30) days from the date of notice a meeting will take place, if so requested by the Union, to discuss such wage rates. The Employer will arrange to hold the meeting within thirty (30) days of the receipt of the request. If no request has been made by the Union to discuss the range of wage rates within the thirty (30) days, the range of wage rates shall become part of the wage structure.

If the parties are unable to agree on the range of wage rates for a new job classification, the disputed range of wage rates will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the arbitrator shall only have the right to establish the new wage rates which will be paid retroactive to the date an employee was transferred to the new job classification.

ARTICLE 23 - JOB SECURITY

23.01 The Employer shall not contract out any work usually performed by members of this bargaining unit if as a result of such contracting out a lay-off of any employees follow.

ARTICLE 24 - JOB ASSIGNMENT/TRANSFER

24.01 Responsibility Pay

When an employee is assigned to perform the duties of a classification outside the bargaining unit, she shall receive one dollar (\$1) per hour for each hour worked while performing such duties.

24.02 An employee called in to perform duties in a higher rated category shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above her own rate.

24.03 Transfers

- a) When an employee is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee she shall receive the corresponding rate vertically in the new classification.
- b) Where a full-time bargaining unit employee is absent from work on an approved leave of absence, which includes Pregnancy/Parental leave and Workers Compensation, the Employer may suggest that a part-time employee work as full-time bargaining unit relief for the duration of the approved leave of absence, for up to twelve (12) months, in which case, the part-time employee will not be covered under the terms of the full-time employee and will continue to pay part-time union dues for the duration of the assignment. The Employer and the Union will meet to discuss this proposition and, if mutually agreeable, the Employer's suggestion will be implemented. The Union hereby agrees that it will not unreasonably withhold its consent.

ARTICLE 25 - ACCIDENT PREVENTION (HEALTH AND SAFETY COMMITTEE)

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

25.02A joint management and employee Health and Safety Committee shall be constituted with representatives of at least half by employees for the various Bargaining Units, and of employees who are not represented by the Unions and who do not exercise managerial functions. The objective of this committee shall be to identify potential dangers, recommend means of improving the health and safety programs, and obtaining information from the Employer or other persons respecting the identification hazards and standards elsewhere. The committee shall meet at least bi-monthly. An agenda will be presented by the parties no less than three (3) days prior to the meeting. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies sent to the Employer and to the Union.

25.03Two 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 work place 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 him on the inspection. Scheduled time spent in all such activities shall be considered as time worked.

25.04The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety &

Insurance Board (WSIB) relating to the number of work accident fatalities, the number of non-fatal cases and required medical aid without lost workdays, the incidence of occupational injuries, and such other non-confidential data as the WSIB may decide to disclose.

25.05 The Union agrees to endeavour to obtain the full cooperation of its members in the observation of all safety rules and practices.

25.06 The Employer will use its best efforts to make all affected direct case employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. The direct caseworker(s) however, are obligated to maintain confidentiality in respect to this information.

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

25.07 The Employer shall ensure that all employees are informed that they have the right to refuse work which they reasonably believe may endanger them or another worker. This right cannot be exercised however when the refusal would directly endanger the life, health or safety of another person. Signs will be posted in the workplace advising employees of their right to refuse work.

25.08 Each year on April 28th at 11:00 a.m. work will stop and one minute of silence will be observed in memory of workers injured or killed on the job.

25.09 In the case of an outbreak, an employee who has not taken such vaccination or treatment as would enable her to work without presenting a hazard to residents, shall be placed on a leave of absence and shall be entitled to access any accrued vacation during such leave. An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons, is entitled to such accommodation as the Employer may direct or, failing that, sick leave if the credits are available.

ARTICLE 26 - JOB CLASSIFICATION

26.01 During the term of this Agreement the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

ARTICLE 27 - EMPLOYEE ASSISTANCE

27.01 All Nurses Aides who have successfully completed a registered community college health care aide course, will move to the Health Care Aide classification in Schedule "A" after successful completion of the course.

ARTICLE 28 - RETROACTIVITY

28.01 a) The increase to the wages shall be as provided in the Wage Schedule to this Agreement to all employees in the bargaining unit for all paid hours of employment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the execution of the collective agreement in which to claim from the Employer any adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union Office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wages adjustment.

b) All retroactive payments will be paid out by separate direct deposit or pay cheque within two (2) pay periods of ratification.

28.02 The estate of an employee who dies while in the employ of the Employer shall be entitled to receive the balance of any retroactive adjustments due her.

ARTICLE 29 - TERM OF AGREEMENT

29.01 This Agreement shall continue in effect until November 30, 2013 and thereafter from year to year unless amended through negotiations.

29.02 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 Collective Agreement.

ARTICLE 30 - PENSION PLAN

30.01 Effective the first payroll after the date of ratification, the parties agree to terminate the current Pension Plan and to create an RRSP-based pension plan for the Nursing Employer employees. Employee contributions will be matched by the Employer. Effective the first payroll after ratification, the contribution rates will be at one, two, three or four percent (1%, 2%, 3% or 4%) of applicable wages, depending on what level the employee chooses. The Plan will not be mandatory. The parties agree to create a joint committee to discuss the procedures for transferring the interests of employees in the current Pension Plan.

30.02 The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

30.03 Eligible employees shall mean all full-time and part-time employees in the bargaining unit who have completed 975 hours of service.

30.04 The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which contributions are payable.

30.05 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 costs of benefits provided by the Plan or be responsible for providing any such benefits.

30.06 Where legislation or the current pension prohibits an employee from contributing to the scheme because of age, and the employee wishes to continue her contributions, then the Employer will match those contributions as provided in 30.01, but the amounts will be paid into a mutual fund chosen by the employee.

ARTICLE 31 - GENERAL

31.01 Influenza Vaccine

1. All employees are strongly encouraged to be vaccinated, subject to consent, or take prescribed anti-viral drug as directed by the employee's physician. The Employer recognizes that employees have the right to refuse any type of vaccination in a manner consistent with the Ontario Human Rights Code.
2. If the cost of the vaccine is not covered by some other source, the Employer will pay the full or incremental cost of the vaccine and will offer vaccine clinics at various hours. Employees shall be provided with information regarding the vaccine.
3. The determination of an outbreak will be according to the processes established by the public health authority.
4. Work schedules, restrictions, employee medical treatments, resident visitation and facility access will be as directed by the public health authority.
5. An employee who does not take the directed course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the

Employer may direct or, failing that sick leave if the credits are available.

6. Healthy, immunized, asymptomatic employees will be allowed to continue working, in accordance with the protocol of the public health authority.
7. Exempt or non-immunized employees are excluded from work, without pay, until one of the following conditions have been met:
 - a. Take amantadine or tamiflu or other approved anti-viral and receive a vaccination. Anti-virals and vaccinations must be taken according to the directions of the public health authority. An employee may return to work after commencing an anti-viral treatment and receiving a vaccination as directed by the public health authority or;
 - b. Take amantadine, tamiflu or other approved anti-viral for the full period of the outbreak or as otherwise directed by the public health authority.
8. Employees must provide documentation from a physician or specialist of medical exemption from vaccination to the employer.
9. Employees taking amantadine or tamiflu must provide a copy of the pharmacy prescription receipt to the employer before returning to work.
10. Employees who work at more than one health care facility, and an outbreak occurs in one, the employee will work at one dedicated facility until the outbreak is declared over the public health authority.
11. All workers shall return to work when the outbreak is declared over by the public health authority.

31.02 Uniforms

By the end of January of each year, the Employer

agrees to provide to each full-time employee, two (2) uniforms per year and to each part-time employee, one (1) uniform per year. At the time an employee is hired, each new full-time employee shall receive three (3) uniforms and each new part-time employee shall receive two (2) uniforms.

31.03 Error in Paycheck Processing

The Employer agrees to provide, within three (3) working days, payment by manual cheque to an employee whose normal pay has been shorted by one (1) or more working days

ARTICLE 32 - WORKERS' COMPENSATION

32.01 Where an employee is absent due to illness or injury which is compensable by Workers' Safety & Insurance Board, the following shall apply:

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

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

32.03 In the case of an absence due to a compensable injury or illness, where the anticipated length of such absence is 3 months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure

Article 19 of this Agreement. Where the anticipated absence is less than 3 months, the Employer may fill the position at their discretion.

32.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 10 and within which she shall have the right to return to work upon the recommendation of the Workers Safety & Insurance Board or an appropriate health care practitioner which shall indicate to the Employer that the employee is medically able to perform the essential duties of her pre-injury employment.

- 32.05 a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to two (2) full years mentioned above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10.

(This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

32.06 If, on the recommendation of the Workers Safety & Insurance Board or an appropriate health care practitioner, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Nursing Home or Retirement Home (whichever is applicable) in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she has the qualifications,

experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

ARTICLE 33 - WORKERS SAFETY AND INSURANCE BOARD CHALLENGE

33.01 In the event that the Employer challenges a Workers Safety & 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 Safety & Insurance Board or a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers Safety & Insurance Board if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 16. Payment under this provision 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 Safety & Insurance Board. If the claim for the Workers Safety & Insurance Board is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 17.

ARTICLE 34- JOINT RETURN TO WORK

34.01 The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility will review with the Union at the Labour Management Committee within three (3) months of

ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Labour Market Re-entry programs will include a statement that the Employer will make reasonable effort to provide modified duties.

ARTICLE 35 - WORKING SHORT


35.01 The Employer agrees to discuss the topic of "working short" at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

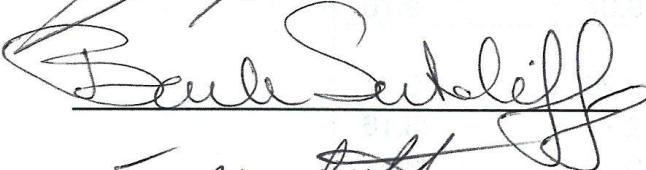
In the event that the Home assigns a number of residents or a workload to an individual employee or group of employees, such that she/they have cause to believe that she or they are being asked to perform more than is consistent with proper care they may raise the matter in labour/management meetings.

Dated this 28TH day of FEBRUARY

2012-2013

FOR THE EMPLOYER



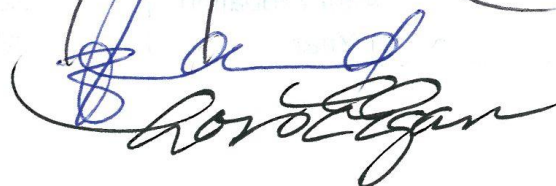


T. M. Pelt

FOR THE UNION



Mary Ann



David

Winston Park Nursing Home - Schedule A

Wage Schedule

Classification	Grid Steps	Effective First pay period commencing after 8/1/2010	Effective First pay period commencing after 8/1/2011 8/1/2011	Effective First pay period commencing after 12/1/2012 12/3/2012
Aide (Housekeeping, Laundry and Dietary Aides)	Start After Probation 1 Year 2 Year	16.48 17.87 18.28 18.59	16.81 18.23 18.65 18.96	17.15 18.59 19.02 19.34
Activation	Start After Probation 1 Year 2 Year	17.62 18.37 18.49 18.82	17.97 18.74 18.86 19.20	18.33 19.11 19.24 19.58
Nurse Aide	Start After Probation 1 Year 2 Year	17.45 17.96 18.33 18.66	17.80 18.32 18.70 19.03	18.16 18.69 19.07 19.41
HCA/PCW	Start After Probation 1 Year 2 Year	17.63 18.16 18.51 18.85	17.98 18.52 18.88 19.23	18.34 18.89 19.26 19.61
Chef	Start After Probation 1 Year 2 Year	18.94 19.44 19.80 20.16	19.32 19.83 20.20 20.56	19.71 20.23 20.60 20.97

Cook	Start	16.89	17.23	17.57
	After			
	Probation	18.27	18.64	19.01
	1 Year	18.66	19.03	19.41
	2 Year	18.99	19.37	19.76
RPN	Start	21.82	22.26	22.71
	After			
	Probation	22.26	22.71	23.16
	1 Year	22.73	23.18	23.64
	2 Year	23.12	23.58	24.05
Maintenance 1	Start	17.71	18.06	18.42
	After			
	Probation	19.10	19.48	19.87
	1 Year	19.50	19.89	20.29
	2 Year	19.80	20.20	20.60
Maintenance 2	Start	16.48	16.81	17.15
	After			
	Probation	17.87	18.23	18.59
	1 Year	18.28	18.65	19.02
	2 Year	18.59	18.96	19.34

Recent and Related Experience - RPNs only

The Employer will recognize recent and related experience on the basis of one (1) annual increment on the wage grid for each 1800 hours worked in previous employment. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered under this provision and if she fails to do so she shall not be entitled to recognition.

LETTERS OF UNDERSTANDING

VACATION PAY

No later than the second pay period of May 2009, the Employer will provide employees with the amount of vacation pay that has accrued on their pay stubs. In cases of a difference between the amount of the pay stub and the actual accrual, the latter will govern.

EAP COMMITTEE

The Employer and the Union Committee agree to meet thirty (30) days from the date of ratification to discuss full details and implementation of the EAP program. The Employer will ensure that a representative of the EAP provider is present for the meeting and will further ensure that all relevant service information is provided to the Union Committee.



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