

COLLECTIVE AGREEMENT

BETWEEN:

**REVERA LONG TERM CARE INC. OPERATING
AS COLUMBIA FOREST LONG TERM CARE
CENTRE**
(Hereinafter referred to as the “Employer”)

OF THE FIRST PART:

-and-

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA) and its Local 1106**
(Hereinafter referred to as the “Union”)

OF THE SECOND PART:

EFFECTIVE: November 1, 2012

EXPIRY: October 31, 2014

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COLLECTIVE AGREEMENT

BETWEEN

REVERA LONG TERM CARE INC. EMPLOYER operating as
COLUMBIA FOREST LONG TERM CARE FACILITY
(Hereinafter referred to as the “Employer”)

OF THE FIRST PART:

-and-

**THE NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 1106**
(Hereinafter referred to as the “Union”)

OF THE SECOND PART:

WHEREAS the Union has been certified by The Ontario labour Relations Board as the certified bargaining agent of the employees of the Employer in the bargaining unit described as follows, namely:

All employees of Columbia Forest Long Term Care Centre in the City of Waterloo, in the Regional Municipality of Waterloo, save and except registered nurses, supervisors, and students employed during the school vacation period.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and those certain classifications of employees represented by the Union. This Agreement will not interfere with the successful operation of Columbia Forest Long Term Care Centre as a public service institution intended to provide accommodation for elderly people, pursuant to the provisions of The Nursing Home Act and/or other requisite legislation.

ARTICLE 2 – DEFINITIONS

- 2.01 “Employee” shall mean only such persons coming within the scope of the bargaining unit hereinbefore recited.
- 2.02 “Steward” shall mean an employee of the Employer—duly accredited as such by the Union.
- 2.03 “Executive Director” shall mean the Executive Director of the Employer at the Home.
- 2.04 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 3 - RECOGNITION

- 3.01 (a) The Employer recognizes the Union, for the duration of this Agreement, as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for the employees of the Employer within the scope of the certificate of certification.
- 3.02 The Employer undertakes that it will not enter into any other agreement or contract with any employees represented by the Union either individually or collectively, which will conflict with the provisions of this Agreement.

ARTICLE 4 - RELATIONSHIP

- 4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised practiced upon any employee because of membership or lack of membership in the Union.
- 4.02 The Union and the Employer agree to abide by the Human Rights Code.

ARTICLE 5 - UNION SECURITY

- 5.01 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in the amounts provided as notified in writing by the Union. These dues shall be remitted prior to the 15th of the month following to the CAW- Canada at the following address:

CAW Local 1106
P.O. Box#1092
Kitchener, Ontario
N2G 4G1

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

- 5.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement.
- 5.03 The Employer will provide to the Union Chairperson and the Local Union a listing of the names, addresses, telephone number and classification of employees in the bargaining unit. On a monthly basis, the Employer will provide a listing of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, including Weekly Indemnity.
- 5.04 The Employer shall show deductions made for Union dues on an employee's T4 slip.

ARTICLE 6 – NO STRIKE OR LOCKOUT

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words “strike” and “lockout” shall be defined in the labour Relations Act, R.S.O. 1983, Chapter 42 as amended.

ARTICLE 7 - NO CONTRACTING OUT

7.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLES 8 - WORK OF BARGAINING UNIT

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

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

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

Notwithstanding the aforementioned language, it is understood and agreed that nursing home construction/maintenance/equipment retrofits are not considered work of the bargaining unit.

ARTICLE 9 – RESERVATION OF THE HOME MANAGEMENT FUNCTION

9.01 Rights of the Employer – The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, and without limiting the generality of the forgoing, it is the exclusive function of the Employer:

- (a) To maintain order, discipline and efficiency, to decide on the number of employees needed by the Employer at any time; and to decide the use of improved or changed methods and equipment; to establish and enforce reasonable rules and regulations governing the conduct of employees, where such rules will be posted on the Employee Bulletin Board with copies supplied to the Union Committee. The Employer reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies supplied to the local Union office. The Local Union shall have the right to make representation before any rule is amended or any rule is introduced.
- (b) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion, on a rational basis, of the Employer.

ARTICLE 10 – UNION REPRESENTATION

10.01 The Employer acknowledges the right of the Union to appoint, elect or select

- a) Four (4) employees to form a Negotiating Committee to represent employees in the negotiations and renewals of collective agreements. The employer agrees for the purpose of Master Bargaining, a committee consisting of the unit chairperson and one committeeperson, selected by the union, will be recognized; and

- b) Not more than six (6) employees from different departments or shifts of the Employer to form a Grievance Committee to assist employees in presenting their grievances, each member of which shall be a steward.

One of the above members shall be the Unit Chairperson and all of whom will have completed their probationary period.

10.02 The Union acknowledges that the members of the Negotiating Committee and the members of the Grievance Committee, including the Unit Chairperson, have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of her supervisor, be permitted to leave her regular Company duties for a reasonable length of time to function as a steward as in this Agreement provided, including time to meet with the President of the Local Union or a National or Local Representative of the Union about a grievance.

The President of the local Union or National or local Representative shall seek consent for such meeting from the Executive Director, or designate. Such consent from the Executive Director or designate will not be unreasonably withheld. A meeting with the President of the local Union or the National or local Representative of the Union and the stewards shall be in a place where the two may confer privately.

10.03 The name of each of the Negotiating and Grievance Committee members, including the Unit Chairperson, shall be given to the Employer in writing and the Employer shall not be required to recognize any such representative until it has been so notified. The Employer will provide the Union with a list of the names of its Supervisors.

10.04 The Union Negotiating Committee and Grievance Committee have the right to have the assistance of the National or local Representative of the Union.

10.05 It is mutually agreed that arrangements will be made for the Union National or Local Representative and Chairperson or designate to interview each new employee of the bargaining unit once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for such interview, the duration of which shall not exceed (15) minutes.

10.06 The Employer agrees that a steward or the Union Chairperson who leaves his work duties pursuant to the above shall not suffer loss of pay during the employee's scheduled regular working hours for the reasonable time spent in the handling of grievances.

10.07(a) The Employer agrees that a member of the Negotiating Committee shall not suffer loss of pay during the employee's scheduled regular working hours when the, Committee, is scheduled to meet with the Employer and the member does so meet, up to and including conciliation.

(b) Where the bargaining committee member is on a scheduled day off:

Where a Home is participating in a master bargaining process, and the employee attends a bargaining session or sessions with the Employer on master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day or days so spent in negotiating meetings with the Employer. It is understood that this provision does not apply when the employee attends a bargaining session or sessions with the Employer on Local issues.

10.08 Labour-Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term, of this Agreement, the following shall apply:

- (a) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of the collective agreement.
- (b) A representative attending such meeting shall be paid for lost wages from regularly scheduled hours. A CAW National or local Representative may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where there are separate full and part time collective agreements, there shall be one committee only.
- (c) The Employer will schedule Labour-Management meetings during the union chairperson's shift, provided the union chairperson is scheduled on either the day shift or afternoon shift.

ARTICLE 11 GRIEVANCE PROCEDURE

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

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

Should any difference arise between the Employer and an employee or employees, it will be dealt with in the following manner:

11.02 Verbal Complaint

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

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

Step 1

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

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

11.03 Step 2

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

Upon receipt of the grievance, the Executive Director or their designate will then arrange a special meeting for the purpose of reviewing the grievance. The Employee, the Executive Director or their designate and the Union Committee Person will attend this meeting. A Representative of the Union and a Representative of the Employer may also attend. The aforementioned special meeting will take place within five (5) days of receipt of the grievance or at such other date that is

mutually agreed to by the parties. The decision of the Executive Director will be made known in writing within five (5) days from which the aforementioned meeting was held.

11.04 Failing settlement at STEP 2 the grievance may be submitted to Arbitration as set out in Article 17.

11.05 Any time limits referred to in this article and/or article 17 of this agreement within which any procedures are required to be taken or within which any decision is required to be delivered or within which any notice is required to be given shall be calculated exclusive of Saturdays, Sundays, and paid holidays as defined in this agreement. If at any stage of the grievance procedure, a grievance has not been processed by the union in accordance with the specified time limits, the grievance shall be deemed to have been withdrawn. Failure of the Employer to meet the specified time limits shall permit the union to take the grievance to the next step.

11.06 Should a second grievance occur on the same subject matter as the grievance in process, the said second grievance shall not be considered while the original grievance is being considered. The second grievance will be considered as being presented only after the first grievance has been disposed of.

11.07 It is understood that an employee has no grievance until the complaint has been referred to the employee's immediate supervisor (see Article 11.02).

11.08 Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the parties by mutual agreement in writing.

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

- (a) The Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.

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

Nancy Backhouse
Deena Boltman

If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.

- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance

shall proceed as though it is a self-insured benefit.

- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed if judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall have any value as a precedent in a subsequent case.

ARTICLE 12 – DISCHARGE GRIEVANCE

12.01 Suspension and Discharge Cases

Any claim by an Employee who has acquired seniority that she has been unjustly suspended or discharged will be treated as a STEP 2 grievance if a written statement of such grievance is lodged by the Employee with the Executive Director within five (5) days after written notice of such discharge or suspension has been given to the employee. Such grievance will be taken up at a special meeting between the Union and the Executive Director within (5) five days after it is lodged and failing settlement, within ten (10) days following the final decision of the Executive Director, be referred to Arbitration.

12.02 Such grievance may be settled by:

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

ARTICLE 13 - UNION POLICY GRIEVANCE

13.01 The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement, in writing at STEP 2 of the Grievance procedure, providing that it is presented within ten (10) days after the

circumstances giving rise to the grievance have originated or occurred, or reasonably became known to the Union. It is expressly understood that this provision may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could have themselves instituted under other provisions of the grievance procedure.

ARTICLE 14 - GROUP GRIEVANCE

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

ARTICLE 15 – EMPLOYER GRIEVANCE

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

ARTICLE 16 – WITNESSES & INSPECTION

16.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, cost to be born by respective parties.

16.02 Grievance Mediation

(a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place

before the matter is referred to Arbitration.

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

ARTICLE 17 - ARBITRATION

17.01 The party seeking Arbitration shall notify the other party within ten (10) days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and at the same time shall name its nominee.

- 17.02 The recipient of the notice shall, within ten (10) days of the receipt of the notice, name its nominee to the Board of Arbitration.
- 17.03 The two (2) nominees shall endeavour to agree upon a third person to act as Chairperson within fifteen (15) days of the appointment of the second nominee. If the nominees fail to agree on a Chairperson, either one of them may request the Office of Arbitration, Ministry of Labour of the Province of Ontario to supply a panel of Arbitrators for selection to act as the Chairperson of the Board of Arbitration.
- 17.04 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto.
- 17.05 Each of the parties shall be responsible for the fees and expenses of its nominee and its own witnesses. The fees and expenses of the third member and Chairperson shall be shared equally by the parties to this Agreement.
- 17.06 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the Grievance and Arbitration Procedures hereunder are mandatory.
- 17.07 Sole Arbitrator
- Notwithstanding the foregoing provisions respecting the establishment of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- The party submitting the grievance to arbitration shall signify when advising the other party with notice that contains a list of three (3) suggested arbitrators. The recipient of the notice shall within ten (10) days inform the other party of agreement to one of the suggested arbitrators, or provide a list of three (3) arbitrators.
- If the parties can agree to a sole Arbitrator within thirty (30) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and failing such agreement, the regular Arbitration Procedure shall apply.

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

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

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

ARTICLE 18 – PROBATIONARY PERIOD AND SENIORITY

18.01 (a) The following applies to full-time employees:

New employees of, the Employer shall be considered probationary employees until they have successfully completed a probationary period fifty (50) days worked which would include days not worked but paid for by the Employer. Upon completion of the probation period, continuous service, for the purposes of this Agreement, shall date from the original date of hire.

The following applies to part-time employees:

Upon the successful completion of the probationary period, the employee's seniority shall date back three hundred and seventy five (375) hours from the date seniority was attained. Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment expressed in hours worked.

(b) The Employer will recognize the seniority and service of employees who worked at Pioneer Care immediately prior to commencing to work at Columbia Forest.

18.02 It is a condition of this Agreement that the discharge or layoff of a probationary employee or employees during the said probationary period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion, on a rational basis, of the Employer.

18.03 **Effect of Absence:** Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- a) It is understood that during an approved absence not paid by the employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an absence not paid by the employer exceeding thirty (30) continuous calendar days other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- c) It is further understood that during such leave of absence, not paid by the employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- d) **Benefits/Workplace Safety and Insurance Board, Paid Leave:** The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or W.S.I.B. if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on W.S.I.B. shall continue for up to twenty-four (24) months following the date of the injury.

- e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 19 – SENIORITY LISTS

19.01 The Employer shall supply to the Union Office and Chairperson a set of seniority lists for full-time employees and part-time employees by department in January and July each year, showing, alphabetically, employees' names, classifications, and their seniority starting dates, provided part time employees will have their seniority expressed in hours, where applicable.

ARTICLE 20 – LOSS OF SENIORITY AND TERMINATION OF SERVICE

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

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

- (g) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify her intention to return within seven (7) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (h) fails to report to work within fourteen (14) calendar days after she has received the notice of recall or such further period of time as may be agreed by the parties.

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

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

20.02 Every employee shall give two (2) weeks notice of termination of employment.

20.03 The Employer shall give notice of termination of Employment to all employees in accordance with the Employment Standards Legislation in the Province of Ontario, except in cases of dismissal for cause or termination of employment during an employee's probationary period.

- (a) Twelve week's notice in writing to the employee if her period of employment is twelve years or more.

20.04 Any notice to an employee under this Agreement may be given personally in writing or by prepaid registered mail or courier addressed to the employee at her last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given three (3) business days after being delivered to the postal authorities or when personally received when delivered by the Employer or by courier.

20.05 The Employer will notify the employee when his or her benefits will cease.

ARTICLE 21 – LAY-OFFS/RECALLS

21.01 In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six weeks notice. This notice is not in addition to required notice for individual employees. A lay-off shall include a permanent or long-term reduction of hours in an employee's regularly scheduled hours of work.

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

- (a) nine week's notice in writing to the employee if her period of employment is nine years or more but less than ten years;
- (b) ten week's notice in writing to the employee if her period of employment is ten years or more but less than eleven years;
- (c) eleven week's notice in writing to the employee if her period of employment is eleven years or more but less than twelve years;
- (d) twelve week's notice in writing to the employee if her period of employment is twelve years or more.

Lay-off Procedure

21.03(a) In the event of a lay-off, the Employer shall layoff employees in the reverse order of their seniority within their classification, and within their full-time or part-time unit, 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, as required by law, for 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.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 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 classification 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 the classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

Recall Rights

- 21.04(a) An employee shall have opportunity of 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 **after** such opening is filled on a regular basis under a job posting procedure. In the event a full-time employee suffers a reduction of hours as a result of layoffs and to part-time status and a full-time position becomes available, the fulltime employee has the first right of acceptance of the full-time position available before any part-time employee is recalled from lay-off. In

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable or unqualified to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of 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 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 for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) months.

Benefits on Layoff

21.05 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.

21.06 For purposes of a layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.

ARTICLE 22 – TRANSFERS

22.01 Temporary Transfer – When an employee is assigned Temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

(a) When the Employer requires an employee to substitute on a higher rate job covered by this agreement (not including RPN's assigned to RN duties) for at least one-half of their regularly scheduled shift, they shall be paid, in addition to their regular salary, an amount equal to the difference between the job rate of their position and the job rate for the new position for the period worked.

22.02 If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is

transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

Employees transferring to a lower paid classification shall receive rate of pay applicable to their corporate seniority in the lower classification.

22.03 When an employee transfers from the full-time bargaining unit to part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

22.04 Employees transferring under the provisions of Article 23.03 shall not be entitled to change her status for a period of six (6) months after her most recent status change.

22.05 The Employer agrees that employees may be permitted to transfer from one Revera Inc. and/or Columbia Forest Long Term Care Centre to another Revera Inc. and/or Columbia Forest Long Term Care Centre in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Executive Director of the home to which they would like to transfer, within thirty (30) days of leaving employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preference (if any), and when they would be available to commence work.
- (b) An applicant who is permitted to transfer from one nursing home to another as a result of this transfer procedure will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

In the event that an employee is hired (not transferred) into this Home and has recent/related experience at another Revera Inc. and/or Columbia Forest Long Term Care Centre, in the same chain clause (b) above shall

apply as it related to seniority and wage rate.

22.06 An employee whose status is changed from part-time to fulltime shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

ARTICLE 23 – JOB POSTING

23.01 When a fulltime or part-time vacancy occurs in any department of the Home, coming within the scope of this Agreement, a notice will be posted or circulated requesting applications to fill such vacancy from employees of the Employer.

23.02 Such notice will be posted in all departments and shall remain posted for five (5) working days to permit applicants to make application for the vacancy. The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

23.03 If no applications to fill the vacancy are received from employees of the Employer, or if the applicant or applicants are not, in the opinion of the Employer, considered to be suitable for such vacancy, then the Employer may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

23.04 In considering applications, preference will be given according to seniority, provided that skill, competence and reliability of the employees concerned are relatively equal.

23.05 Where vacancies are posted for positions within the fulltime bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

23.06 The successful applicant shall be placed on trial in the new position for a period of 337.5 working hours if the new position is a different classification, or for 150 working hours if the position is in the same classification. Such trial promotion or transfer shall become permanent after the trial period unless:

(a) the employee feels that she is not suitable for the position and wishes to return to her former position,

or

(b) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

23.07 In the event of either Article 23.06 (a) or (b), the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and salary without loss of seniority.

23.08 The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit, it is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall not be given credit for all seniority and service accrued outside the bargaining unit but will retain all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous position.

23.09 In respect of Articles 22.04 and 22.06, it is understood that:

- (a) Article 22.04 shall apply only to transfers from one unit to another, i.e., from part-time status to full-time status.
- (b) Article 22.06 shall apply only where a full-time employee transfers to another classification within the full-time unit.

23.10 In the event the Employer plans to change a vacant full time position to a part-time position, it will advise the Union and discuss its plans with them.

23.11 (a) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37.5 hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 23.05. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six weeks duration as the Employer may deem appropriate.

23.11 (b) During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not as a result of such extra work change her employment status (i.e. part-time, full-time).

ARTICLE 24 – JOB CLASSIFICATION & WAGES

- 24.01 (a) Schedule “A” attached hereto shows the classifications and wages of the employee within the bargaining unit with effect from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of the Agreement.
- (b) When a new classification (which is covered by the terms of this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for

other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

- (c) The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course.

24.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

ARTICLE 25 – PAYMENT OF WAGES

25.01 All employees will, be paid bi-weekly on every second Tuesday, for the payroll period ending the previous Tuesday. In the event that a paid holiday falls on a regular pay day, then the employees will be entitled to be paid on the Monday immediately preceding the normal pay day.

25.02 Payments shall be made for time-actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors in excess of one day's pay made by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Executive Director or his nominee and not delayed or paid on the following pay day. Errors of one day's pay or less shall be paid the next following pay day.

25.03 There shall be no pyramiding of premium pay, overtime pay, sick pay and paid holiday pay.

25.04 The Employer shall provide pay cheques, or in the case of direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this Article it is understood that management personnel does not include RN'S or RPN'S. The pay cheque or pay notice (stub) shall include the sick day credits.

ARTICLE 26 – UNIFORMS

26.01 (a) The Employer agrees to pay a uniform allowance of 7.0 cents per hour such amount not to form part of the regular hourly rate for purposes of overtime and paid Holiday premiums.

(c) The uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

27.01 Hours of Work:

(a) The normal workday shall be seven and one-half (7 ½) hours, excluding the half-hour meal period. The normal bi-weekly work period for all employees shall be seventy-five (75) hours and within that period the Employer, to the best extent possible, shall schedule four (4) days off for an employee so as to permit two (2) consecutive days off in a week.

(b) The Employer will arrange shift schedules such that full-time employees will receive a minimum of one (1) weekend off in three (3). However, the Employer will endeavour to maintain the current practice of one (1) weekend off in two (2), unless mutually agreed.

(c) For full time employees, each seven and one-half (7 ½)-hour shift shall include two (2) fifteen (15) minute rest periods, one in each half of the shift. For part time employees, there must be two (2) rest periods of fifteen (15) minutes in each full shift and prorated for employees working less than a full shift. A full shift shall mean seven and one-half (7 ½) consecutive hours worked, excluding meal periods and including rest periods. Rest and Meal Periods shall be uninterrupted, except in case of emergency.

The Employer agrees to provide free coffee or tea to employees during the rest periods referred to in this Agreement and during the half hour meal period

- (d) Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

Rest and Meal Periods shall be uninterrupted, except in case of emergency.

- (e) This is not to be read or construed as a guarantee of hours of work per day or for a bi-weekly period or of days of work per bi-weekly period.
- (f) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7½ hours, notwithstanding the fact they have worked either 6½ or 8½ hours.
- (g) There shall be no split shifts.

27.02 Overtime:

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employee's scheduled time off provided, however, that such overtime has been authorized by the appropriate supervisor or acting supervisor. There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay. Employer will comply with this section in all cases and will not propose or permit employees to work overtime without being paid the overtime rate.

Employees cannot suggest or offer to work at straight time instead of overtime rate.

- (b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

- (c) An employee absent on paid time during her scheduled work week because of sickness or accident, W.S.I.B., bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if they had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (d) An employee required to work at least three (3) hours overtime in succession with the end of his/her shift, will receive one (1) free meal.

ARTICLE 28 – SHIFT PREMIUMS

- 28.01(a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not for part of the employee's straight time hourly rate.
- (b) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance in (b) will apply to an RPN who is designated to be in charge of the building.
- (d) Effective October 1, 2005 provide for a 15 cents per hour weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday. Effective January 1, 2008 the fifteen cents per hour increases to twenty cents per hour.

ARTICLE 29 – SCHEDULING OF DAYS OFF

29.01 The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and changeover of shifts, and forty (40) hours if there is one day off between the changeover, and sixty-four (64) hours if there are two (2) days off between the change over of shifts. In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied. There will be two permitted shift exchanges per pay period.

In addition shift give-aways are permitted subject to management approval. Such request must be submitted in writing and will be subject to management approval. Employees requesting shift give-aways must advise who is accepting the shift prior to submitting the request.

29.02 For full-time employees, except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience) no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided, however, that overtime rate shall be paid for any days worked over seven (7) consecutive days by reason of such emergency or otherwise except only because of such exchange.

For part-time employees, work schedules are to be posted at least one (1) week in advance. Part-time employees covered by this Agreement will not be regularly scheduled for more than twenty two and one-half (22 ½) hours per week. However, part-time employees may be offered more work in any week, which the Employee has the option of refusing. Such work shall be offered in accordance with seniority and with due regard to the employee's stated availability for work. Part-time employees shall not be scheduled for more than seven (7) consecutive days.

29.03 Work schedules covering a **four (4)** week period will be posted two (2) weeks in advance. There will be a minimum of fifteen and a half (15.5) hours rest time between scheduled shifts. Employee requests for specific days off must be submitted to the Department Supervisor one (1) week in advance of posting.

29.04 All employees who work on an assigned day off as per assigned schedule, at the Employer request, will be paid overtime at the rate of time and one-half (1 ½) for all hours worked.

Employees who are scheduled to work less than seventy-five hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

ARTICLE 30 – WAGE PROGRESSION

30.01 Full time employees within their position class program from “Level 1” to “Level 2” on the basis of 1,950 hours worked at Level 1 to Level 2. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for by the Workplace Safety and Insurance Board, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. All hours worked and hours paid during the probationary period (fifty (50) days) shall be counted towards hours required to move from the start rate to the one year rate.

30.02 Part-time employees having gained seniority shall advance to the next higher wage step for each block accumulation of 1,760 hours of work. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the Workers Compensation Act, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (three hundred and seventy-five (375) hours) shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 31 – CALL-BACK & CALL-IN

31.01 When employees are called back to work after leaving the Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time or time and one-half (1 ½) for actual hours worked, whichever is the greater.

- 31.02(a) “Call-In” shall mean the calling in to work at the Employer’s request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period, who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided he/she completes the shift for which he/she was called in.
- (d) If the employee reports for work within one hour of the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.
- (e) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non-overtime rates of pay, before securing any agency replacement.

ARTICLE 32 - MINIMUM HOURS GUARANTEED

32.01 If an employee reports for work as scheduled but for whom no work at his/her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

ARTICLE 33 - PRORATION FORMULA

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

The calculation of proration percentages shall be determined by dividing hours paid in the previous predetermined six-month period by .950 Hours paid in calculating proration formula will include W.S.I.B., W.I. and EI sick leave.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the employers paid share of premiums, benefits and holiday pay.

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

33.02 When an employee is on:

- (a) maternity leave,
- (b) adoption leave, or
- (c) approved leave of absence in excess of 30 continuous calendar days, pro-rata upon return, shall be based on % in effect prior to commencement of leave.

33.03 Employees who regularly work more than 66 hours bi-weekly, shall have 100% of employer portion of insured benefits paid.

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

- (b) Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:
 - (i) Holiday pay -based on proration formula (based on hours regularly worked 4 hour shift = 4 hours pay)
 - (ii) Vacation pay - percentage of earnings.

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

- (b) employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) an employee who does not enrol at time of hire or within the eligibility period who has withdrawn may enrol at the sign up opportunities in January and July each year, subject to evidence of insurability satisfactory to the carrier.
- (d) notwithstanding (c) above:
 - (i) an employee who averages over sixty-six (66) hours paid bi-weekly in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will automatically enrolled within one (1) month of the successful posting.
 - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.

ARTICLE 34 - PAID HOLIDAYS

34.01(a) Employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year's Day

Labour Day

Family Day

Thanksgiving Day

Good Friday

Christmas Day

Victoria Day

Boxing Day

Canada Day, July 1st

Civic Holiday

(b) The intent is that there shall be no more than twelve (12) paid holidays through to the expiry date of this Agreement. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employee shall be paid for any and all paid holidays for which they have not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

34.02(a) The anniversary date of an employees employment will be recognized as a paid float holiday which is to be taken on the anniversary date or within sixty (60) days following the anniversary date.

(b) The birth date of an employee will be recognized as a paid float holiday, which is to be taken on the birth date or within 60 days following the birth date.

34.03 An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the

Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during anyone (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days. If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day pay.

34.04 Employees required to work on any of the above paid holidays shall receive their regular day's pay, plus time and one-half for all time worked on such paid holiday.

"An employee required to work authorized overtime in excess of their regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift), shall receive and two (2) times her regular straight time hourly rate for such additional authorized overtime."

34.05 In arranging payment for the above compensation, the Employer may by mutual agreement pay on anyone of the following basis:

- (a) the regular day's pay plus time and one-half ($1 \frac{1}{2}$) in money.
- (b) time and one-half ($1 \frac{1}{2}$) in money plus one (1) day off within sixty (60) days of the said holiday.
- (c) one (1) days pay plus one and one-half (1.5) days off within sixty days of the said holiday.

34.06 For purposes of clarification as to when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.

34.07 In the event that the paid holidays fall on an employee's day off or during his vacation period, the employee shall receive an additional day off, or one (1) day added to his vacation.

34.08 An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

34.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

ARTICLE 35 - VACATIONS

- 35.01 (a) For the purpose of calculating eligibility vacation year shall be the period from May 1 of any year to April 30 of the following year.
- b) Vacations are not cumulative from year to year and all vacations must be taken by no later than the last full pay period in the month of April. Employees shall not waive vacation and draw double time.
- 35.02(a) Employees having less than one (1) year of service on April 30 in any year shall be entitled upon the completion of their probationary period to a credit of one (1) day's vacation with pay for each month of service to a maximum of nine (9) working days' vacation with pay.
- (b) Employees with one (1) year or more of service as of April 30 of any year shall receive two (2) weeks vacation with pay;
- (c) Employees with three (3) years of service or more shall receive three (3) weeks' vacation with pay;
- (d) Employees with eight (8) years of service or more shall receive four (4) weeks vacation with pay;
- (e) Employees with fifteen (15) years of service or more shall receive five (5) weeks vacation with pay.
- (f) Employees with twenty-three (23) years of service or more shall receive six (6) weeks vacation with pay.
- (g) Effective 2008 vacation year, employees with twenty-eight (28) years of service shall receive seven (7) weeks vacation with pay.
- (h) Vacations may normally be taken in the months of May to September, both inclusive, and shall be taken on a seniority basis within each department. Preference of employees for vacation times will be indicated to the Employer by the employees in order of their seniority but the Employer will make the final decision as to when vacations can be taken.

- (i) Vacations (Transfers). If an employee transfers from permanent part-time or part time to full time or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours paid equals one (1) year of service.

35.03 Vacation pay shall be paid to all employees by separate cheque on the regular payday in advance of the commencement of their vacation period and all normal deductions made from an employee's pay shall also be made from such vacation pay. At the option of the employee vacation pay will be paid at the time of vacation observance in the form of pay continuance in order to provide for uninterrupted pay. Vacation request form will be revised to include both options.

35.04 In calculating vacation pay in accordance with Article 32.02 (b) through (g), if the vacation pay for two (2), three (3), four (4) five (5) or six (6) weeks, is less than four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross salary for the vacation year ending April 30, the employee shall be paid the four percent (4%), six percent (6%) , eight percent (8%), ten percent (10%) or twelve percent (12%) of salary instead of the regular two (2), three (3), four (4), five (5), or six (6) weeks' pay.

Effective April 1, 1985 vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

35.05 If an employee terminates her employment with the Employer or is discharged or laid off, she shall be paid vacation pay on the following basis:

- (a) Four percent (4%) for all time paid from May 1 of any year, if the employee's service is less than one (1) year.
- (b) Four percent (4%) for all time paid from May 1 of any year, if the employee's service is more than one (1) year and less than three (3) years.
- (c) Six percent (6%) for all time paid from May 1 of any year, if the employee's service is more than three (3) years.

- (d) Eight percent (8%) for all time paid from May 1 of any year, if the employee's service is more than eight (8) years.
- (e) Ten percent (10%) for all time paid from May 1 of any year if the employee's service is more than fifteen (15) years.
- (f) Twelve percent (12%) for all time paid from May 1 of any year, if the employee's service is more than twenty-three (23) years.
- (g) Fourteen percent (14%) for all time paid from May 1 of any year, if the employee's service is more than twenty-eight (28) years.

35.06 Employees who are regularly scheduled to work less than 75 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

TOTAL HOURS PAID

AS OF APRIL 30

0 less than 1800 hours paid

1,800 hours to less than 5,400
hours paid

5,400 hours to less than
14,400 hours paid

14,400 to less than
27,000 hours paid

27,000 hours to less than
41,400 hours paid

VACATION ENTITLEMENT

4% of gross earnings for the
vacation year.

2 calendar weeks vacation
with pay at 4% of gross earnings
for the vacation year.

3 calendar weeks vacation
with pay at 6% of gross
earnings for the vacation
year.

4 calendar weeks vacation
with pay at 8% of gross
earnings for the vacation
year.

5 calendar weeks vacation
with pay at 10% of gross earnings
for the vacation year.

41,400 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.
50,400 hour or more paid	7 calendar weeks vacation with pay at 14% of gross earnings for the vacation year.

For accrual purposes only hours-worked to March 14, 1988 and hours paid effective March 15, 1988.

On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

ARTICLE 36 - HEALTH AND WELFARE

All Health and Insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula. Effective February 1, 1999, same sex spouse will be eligible to be a dependent for insured benefits.

36.02 Major Medical. The Employer agrees to implement a major medical Co-Insurance Plan (similar to Blue Cross E.H.C.). The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the Plan. If an employee is otherwise covered the Employer shall not be obligated to contribute.

Effective March 1, 1999, the \$10.00 -\$20.00 co-insurance and semiprivate hospital coverage are deleted and a drug card will be implemented with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included). Coverage applies to prescriptions which must by law be prescribed by a licensed physician. Generic substitution will apply unless specifically prescribed otherwise by the doctor. No annual deductible or lifetime maximum for drugs.

36.03 Life Insurance The Employer will pay one hundred percent (100%) of the cost of \$25,000 of life insurance.

36.04 Vision Care. The Employer agrees to pay one hundred percent (100%) of the billed premium of a \$185.00/24 months Vision Care Plan for those employees who participate. If an employee is otherwise covered, the Employer shall not be obligated to contribute. The \$185.00 can be used towards laser surgery. Eye exams status quo.

36.05 Dental Plan. The Employer agrees to continue a dental plan equivalent to the current O.D.A. fee schedule. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees. provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

As soon as possible following date of ratification amend Dental plan to reflect Fluoride treatments will be covered only for persons under the aged of 18 years.

As soon as possible following date of ratification amend Dental plan to reflect that for persons 18 years and older, recall is on nine (9) month basis.

As soon as possible following date of ratification amend Dental plan to reflect that bite wing x-rays will be covered only every twenty-four (24) months for adults and nine (9) months for children.

Effective as soon as practicable following date of ratification, amend the O.D.A. fee schedule to reflect the 2002 fee schedule (unless the Home has a superior O.D.A. provision).

Effective January 1, 2005 amend the O.D.A. schedule to reflect 2003 fee guide (unless the Home has a superior O.D.A. provision).

Effective January 1, 2006 amend the O.D.A. schedule to reflect 2004 fee guide (unless the Home has a superior O.D.A. provision).

Effective January 1, 2008 there will be a one (1) year lag each year in the ODA fee guide.

36.06 Hearing Aids. The Employer agrees to continue a \$300 Hearing Aid Benefit 100% employer paid.

36.07 Change of Carriers. 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. The Employer will notify the Union if it intends to change the Insurance Carrier.

36.08 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 hour bi-weekly position. In this instance an employee' who qualifies will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

Employees may elect to enrol in any or all of the group insurance plan (s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan but will, not be eligible to claim benefits in the first six months of the enrolment and once (re) enrolled, may not withdraw from the plans(s) at a later date.

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

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

- (a) Life -when coverage approved.
- (b) Dental-*\$200.00 maximum benefit/ covered person.

(c) EHC

- (i) Drugs -*\$150.00 maximum benefit! covered person.
- (ii) Vision no benefit during first six months.
- (iii) Hearing no benefit during first six months.

*- During first 12 months of coverage.

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

- i) A life changing event, such as divorce or death of a spouse;
- ii) When an employee transfers from a part time classification to a full time classification.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

Note: It shall be the joint responsibility of the Employer and the Employee to ensure that if the employee wishes to participate she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

36.10 The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence (weekly Indemnity), EI Sick Leave or Workers' Compensation, provided the employee contributes her share.

36.11 It is understood that the obligation of the Employer to pay the aforesaid benefits shall continue only so long as the employment relationship between the Employer and employee continues.

36.12 The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 37 - LEAVES OF ABSENCE

37.01 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 Nursing Home.

In requesting such Leave of Absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.

37.02 Union Leave

(a) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for the leave of absence, without pay, to any employee elected or appointed to full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

(b) While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and W.S.I.B.) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

37.03 Bereavement Leave

(a) Upon the death of an employee's spouse, (to include same sex partner) child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with either the day after the funeral or the day after the equivalent service.

(b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, 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 either the day after the funeral or the day after the equivalent service.

(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 employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending with either the day after the funeral or the day after the equivalent service.

(d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of her/his 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/he is receiving payments for holiday pay or vacation pay.

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

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

37.04 Jury & Witness Duty. If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's

duties at the Nursing Home, the employee shall not lose regular pay because of such attendance provided that the employee:

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

37.05 Pregnancy & Parental Leave

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

- (b) Pregnancy Leave:

An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date. The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (i) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date, of birth.
 - (ii) 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) week's notice of her intention to do so, and furnishing the Employer with a

certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 38.05 (j).

- (iii) Notwithstanding Article 38.05 (b) (ii) above, an employee must complete 10 months of continuous 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 unemployment 'insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U. I. benefits will not exceed 75% of the employee's regular weekly earnings.

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

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan. 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 seventeen (17) weeks. 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. The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act. The SUB top-up by the Home would not take into account U.I.C. insurable earnings from sources other than this facility.

- (c) An employee who does not apply for leave of absence under Article 38.05 (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 38.05 (b) (ii) 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.

- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

- (e) 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 a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (f) Where 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 with no loss of seniority or benefits accrued and shall reinstate the employee in accordance with the provisions of Article 38.05 (e).
- (g) 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.

- (h) 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.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, as provided under Article 38.05 (j) of this Agreement, the employee shall give the Employer at least two (2) weeks, notice in writing, that she intends to take parental leave.

(j) Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (ii) 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.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date 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.
- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

- (v) For the purposes of parental leave under Article 38.05 (j) Parental Leave, the provisions under 38.05 (a), (b), (c), (d), (e) , (f) , (g) , (h) and (i) shall also apply.

37.06 Paternity Leave

Two (2) days unpaid paternity leave shall be granted to male employees to be taken within ten (10) days of the birth of his child.

ARTICLE 38 - PERSONAL LEAVE OF ABSENCE

38.01 (a) The Executive Director shall have the discretion to grant a leave of absence without pay for extenuating personal reasons provided that the Executive Director receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

(b) Employees who are on leave of absence will not engage in gainful employment with any other employer unless mutually agreed to between the Employer and the Union. If an employee does engage in gainful employment, which has not been mutually agreed to while on such leave of absence, the employee will forfeit all seniority rights and privileges contained in this Agreement.

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

ARTICLE 39 - LEAVE OF ABSENCE RULES

39.01 To qualify for leave of absence, as stipulated in Article 38.01, the employee must have completed six (6) months of employment with the Employer.

39.02 If the leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

ARTICLE 40 – SPECIAL DUES FUND

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

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

The Executive Director may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing, unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return.

40.02 The Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion. Such monies to be paid on a quarterly basis into a fund established by the National Union, CAW, effective from November 13, 2001, and sent by the employer to the following address: CAW Paid Education Leave Program, 205 Placer Court, Toronto, M2H 3H9.

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

ARTICLE 41 - INCOME PROTECTION IN CASE OF ILLNESS

41.01 Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.

Effective August 1, 1982 a Weekly Indemnity Plan will be implemented to be effective on the first day of hospitalization or accident or the eight (8th) calendar day of illness. Coverage will continue for a maximum period of seventeen (17) weeks at sixty-six and two thirds (66 2/3) percent of an employee's regular salary.

41.02 Employees employed at August 1, 1982 will retain their current sick leave credits until reduced by usage to a new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

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

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be changed against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14) credits. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one (1) illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for

weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.

- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
 - (a) Weekly Indemnity participation is voluntary for all employees.
 - (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
 - (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities January and July subject to evidence of insurability satisfactory to the carrier.
 - (d) Notwithstanding (c) above;
 - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall, upon completion of an enrolment form, be enrolled at the commencement of the next sign up period,
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, shall, upon completion of an enrolment form, be enrolled within one (1) month of the successful posting,
 - (iii) an employee with an increase in his or her pro rata percentage of twenty percent (20%) or greater, above the pro rata period

immediately prior, may enrol, by completing an enrolment form, at the commencement of the next sign up period, without evidence of insurability.

- (f) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.

- (g) When an employee is absent from work because of a disabling accident or sickness, the Employer in its discretion may request the right to request proof of illness by medical certificate. Such discretion shall not be unreasonably exercised.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 37.05.

Notwithstanding the foregoing, the following two provisions shall apply:

1. For employees with current W.I. plan

For those employees

- (i) who have less than 10 days in their bank at the date of execution of this memorandum of settlement, and
- (ii) who, within a period commencing within six (6) months following date of execution of this memorandum of settlement, are absent from employment due to sickness or injury covered by this plan; and
- (iii) shall upon provision of a medical note that the absence is reasonably expected to be for more than two weeks, be entitled to borrow, to be applied during the waiting period, with respect to the absence referred to in (iii) above, up to the lesser of
 - 1. the difference between the number of days in the employee's bank at the date of execution of this memorandum of settlement and ten (10) days; or
 - 2. the difference between the number of days in the employee's bank at the beginning of the absence referred to in (iii) above and ten (10) days

By way of example, an employee with 3 days at date of execution of this memorandum who is absent as described in (iii) above 3 months thereafter (at which time he or she had 6 days in his or her bank), will be entitled to borrow 4 days if required to be applied during the waiting period.

By way of further example, an employee with 8 days at date of execution of this memorandum of settlement who at the time of absence as described in (iii) above had 5 days in his or her bank, would be entitled to borrow 2 days.

An employee is entitled to borrow a maximum of five (5) days pursuant to this provision, which, without limiting the generality thereof, applies when the illness is to be for more than two weeks.

The employee and the Union agree that in the event the employee does not return to employment, the Employer may deduct from outstanding vacation, the value of any days owing.

2. For employees with a current Cumulative Sick Leave Plan

Transition

For agreements currently providing cumulative sick leave plans, the following shall apply:

- (i) Up to 14 days of the current sick leave banks shall be transferred to the new Plan, such credits to be used to provide pay for legitimate illness or injury during the first two weeks that the employee would otherwise be unpaid;
- (ii) any remaining days in the current sick leave bank beyond the 14 days will be converted to dollars.

Thereafter, if allowed under the HRDC rules, the frozen bank in (ii) above shall be used

- (1) to provide pay for legitimate illness or injury during the first two weeks that the employee would otherwise be unpaid, because the bank for that purpose is below 14 days; and

- (2) to top up the weekly indemnity portion of the new sick leave plan.

Provide as a Letter of Understanding:

For agreements with cumulative sick leave plans for which employees have banks frozen pursuant to the terms of the collective agreement, the said frozen banks may be used, in addition to the purpose provided in the collective agreement

- (3) where an employee obtains a medical opinion that her illness will last for at least three (3) calendar weeks, she may apply to the Employer for top up payments during weeks 3 to 17 provided it is allowed by H.R.D.C., to a maximum of 33 1/3% of her daily rate. Nothing herein interferes with the right of the Employer to challenge the medical opinion through the grievance procedure.

Existing cash-out provisions:

For existing employees with entitlements accrued under accumulating Plans and cash-out provisions in their agreement, cash-out will be dealt with as follows:

- Step 1 – transfer up to 105 hours to the new Plan (see above)
- Step 2 – convert the amount in excess of 105 hours to dollars (see above)
- Step 3 – maintain in a Letter of Understanding existing cash-out rules for employees on staff at or before date of ratification

41.04 Full-time Part-time Sick Leave Transfers

Sick leave benefits accumulated at time of transfer from full-time to part-time status or part-time to full-time status shall remain to the credit of the employee and shall be used in accordance with Article 41.01 of the Agreement.

41.05 The weekly indemnity plan will apply to employees upon completion of the probationary period.

41.06 The weekly indemnity cheques shall be mailed directly to the employee's home. Notwithstanding the foregoing, an employee may elect to have the payment made by direct deposit, in which case, the employee shall be required to provide the carrier with a void cheque.

41.07 Serious Illness Prior to Vacation:

(a) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation, which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

(b) It is understood that the Employer may at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

41.08 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income.

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

41.10 Once sick leave credits are earned they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

41.11 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift, unless impossible. Failure to give notice may result in loss of sick leave benefits that day of absence.

- 41.12 When an employee is absent from work because of disabling accident or sickness, the Employer reserves the right to request proof of illness by medical certificate for an absence in excess of two (2) days and for the fourth and succeeding illness in a sick leave year.
- 41.13 An employee who is absent due to pregnancy related illness may be eligible for sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 38.05 (j).
- 41.14 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, 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.

ARTICLE 42 - HEALTH AND SAFETY

- 42.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.
- 42.02 A joint health and safety Committee shall be constituted with representation of at least half by employees from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 42.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified

immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of the government inspector and shall have the right to accompany her on her inspections. Scheduled time spent in all such activities shall be considered as time worked.

42.04 The 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 accidents, fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries, and such other data as the Workplace Safety & Insurance Board may decide to disclose.

42.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

42.06 Residents Having Serious Infectious Diseases

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

42.07 There shall be two co-chairs for the committee: one selected by employees by the various bargaining units and one selected by employees who are not represented by Unions and who do not exercise managerial functions.

42.08 Each year on April 28 at 11:00 a.m. one minute of silence may be observed in memory of workers killed or injured on the job. The Union and Employer agree resident safety shall not be

affected.

42.09 The employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g. gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment employees are obligated to comply with such recommendation(s).

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

42.11 Lockout and Machine Guarding

The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop a lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

42.12 Injured Workers Provisions

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

42.13 Staff Abuse

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

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

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

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

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

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

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

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

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

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

42.14 Influenza

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

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

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

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

42.15 Joint Return to Work

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.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

ARTICLE 43 - WORKPLACE SAFETY AND INSURANCE BOARD

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

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

43.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 21) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at its discretion.

43.03 An employee shall continue to accrue seniority while in receipt of W.S.I.B. benefits for a period of one (1) year. For a period in excess of one (1) year and up to two (2) years, an employee

will retain but not acquire seniority. During the period of up to two (2) years, an employee shall have the right to return to work upon the recommendation of the Worker's Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his/her normal job.

43.04(a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim or illness, or at the expiry of the normal maternity, or adoption leave provisions 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 W.S.I.B. claim, but prior to two (2) full years mentioned in Article 43.03 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 17. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

43.05 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if 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 to which she is returning.

43.06 The Employer will pay the employee's regular wages on the day of the accident.

NOTE: Also refer to Article 34.05 -Weekly Indemnity Enrolment & Proration.

43.07 Workplace Safety and Insurance Board Challenge

In the event that the Employer challenges a Workplace Safety and Insurance Board Claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan Article 42. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board. If the claim for the Workers' Compensation is not approved, the monies paid, as an advance will be applied towards the benefits to which she would be entitled under the Sick Leave Plan Article 37. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 44 - RETROACTIVE PAY

44.01 Retroactive payment to be made within thirty (30) days and applies to wages only based on hours paid by the Employer. The cheque will include a breakdown of hours. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within 30 days. Employer will pay retroactivity on a separate cheque.

It is agreed that any retroactive payment negotiated or awarded will only be payable to those employees employed on the date of ratification and/or the date of the interest arbitration award based on hours paid. Despite the foregoing, employees who legitimately retired, regardless of the time frame, or employees who voluntarily left their employment within sixty (60) calendar days of the date of ratification and/or the date of the interest arbitration award will also be eligible for the retroactive payment.

ARTICLE 45 – GENERAL

- 45.01(a) Physical Examinations. Before final acceptance for employment, all applicants will be required to pass a physical examination. This examination will include x-ray and such laboratory tests as are deemed necessary for the protection of the employee and the Home. If an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the physical examination.
- (b) All employees are required to have an annual chest x-ray. With respect to chest x-rays, the Union has agreed to use its best efforts to arrange with the local Sanatorium Association to have the portable unit brought to the Home. If this cannot be arranged, the employee will be required to attempt to have the x-ray on his own time at his own expense, if any.
- (c) In the event the nursing home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

45.02 Bulletin Boards: No prior written approval from the Employer is required for the Union to post notices of Union activities on bulletin boards.

45.03 Letters of Reprimand: letters of reprimand discipline and suspension will be removed from an employee's file after a period of eighteen (18) months.

Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen 18 month period noted above.

45.04 Printing of Agreement: The Employer and the Union will share equally in any cost of printing of the Agreement.

45.05 Annual Medical: The Employer agrees that no employee will be required to undergo an annual medical examination, nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

45.06 Sick leave Certificate: If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation hereto.

45.07 Drug Plan: The Drug Plan will be modified as necessary to require generic substitution's for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

45.08 Both the Employer and the Union recognize the joint responsibility and commitment to provide for and participate in, in-service education. Available programs will be publicized.

45.09 When an employee is required by the Employer to attend meetings, in-service and other work related functions outside her regularly scheduled working hours, and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay and such time shall not be counted towards the calculation of overtime, or at the employee's option, she shall receive equivalent time off, at a time mutually agreed upon. If mandatory, employer will pay for attending educational. If mandatory and employee does not attend, may be subject to discipline. Attendance at non-mandatory courses is encouraged but is optional with no disciplinary consequences for non-attendance.

45.10 The Employer shall upon entry into any service agreement with the Ministry of Health in respect of residents cared for by members of this bargaining unit provide to the Union copies of

any documents and materials which it is required to post in the Home pursuant to the Nursing Homes Act.

45.11 Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to the maximum of the grid. Such experience, when approved, will be granted on the basis of one year's movement on the grid for each one years' experience. Where the experience is part time one year equals 1,800 hours worked.

45.12 Access to Personnel File: Having provided a written request to the Executive Director at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 46 – DURATION, TERMINATION & SIGNING OF AGREEMENT

46.01 This Agreement shall continue in full force and effect for a period from **November 1, 2012** until **October 31, 2014** and shall continue automatically thereafter during annual periods of one year each, unless or until either party notifies the other within the three (3) months next preceding the expiration date of the Agreement in writing that it desires to amend or terminate this Agreement.

46.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time, which is agreed upon.

46.03 All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, 1983, Chapter 42 and any amendments thereto.

46.04 The Union will prepare final drafts of the collective agreement and provide the same to the Employer. The employer will review said documents and return them to the Union within sixty days. The parties agree to split the cost of printing the collective agreement.

ARTICLE 47 – PENSION PLAN

In this Article, the terms used shall have the meanings as described:

47.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (75) hours of service.

47.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to Four Percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being Four Percent (4%) of applicable wages. Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equal to the deductions will be added to the employee’s wages.

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

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

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

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

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

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

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

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

For further specificity, the items required for each eligible employee by article 47.05 of the agreement are:

i) To be Provided once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for the purposes of calculations past service credit).

ii) To be Provided with each Remittance

Name
Monthly remittance
Pensionable Earnings

iii) To be Provided once. and if Status Changes

Address as provided to the Home
Termination date, when applicable

iv) To be Provided Once if they are Readily Available

Gender
Marital Status

NOTE* Effective November 1, 2011 this pension is replaced with the Nursing Homes and Related Industry Pension Plan as per attached Letter of Understanding at back of Collective Agreement.

ARTICLE 48 - NO DISCRIMINATION/HARASSMENT/BULLYING

48.01 The Employer and Union agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

48.02 The Employer and Union agree that there shall be no harassment in the workplace by the Employer, agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or handicap, save and except those limitations set out in the Legislation of the Province of Ontario.

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

48.04 The Employer and the CAW are committed to providing a positive environment for employees. All employees have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment as provided herein.

48.05 The parties agree to abide by the Ontario Human Rights Code.

48.06 The Employer and the Union each agree not to interfere with, restrain, coerce or discriminate against employees with respect to union membership or participation in lawful union activities.

The Employer and the Union agree that there shall be no bullying in the workplace. Bullying is defined as repeated, persistent, continuous behaviour as opposed to a single negative act. Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

SCHEDULE "A" WAGES

CLASSIFICATION	STEP	Commencing November 1, 2011
R.P.N.	Prob	\$23.593
	Start	\$23.819
	1st Incr	\$24.360
	2nd Incr	\$24.850
NURSES AIDE	Prob	\$18.717
	Start	\$18.942
	1st Incr	\$19.445
	2nd Incr	\$20.000
HEALTH CARE AIDE ACTIVITIES AIDE	Prob	\$18.918
	Start	\$19.144
	1st Incr	\$19.647
	2nd Incr	\$20.187

Lump Sum Payments

With the exception of Registered Nurses, lump sum payments to all other employees of \$400 in each year for full-time employees and \$200 in each year for part-time employees. Registered Nurses are to be paid 1% of wages as a lump sum. These lump sum payments are to be paid annually on a pro-rata basis. The first lump sum payment will be payable within two (2) pay periods of the issuance of this award. The second lump sum payment will be payable within two (2) pay periods of January 1, 2014

LETTER OF UNDERSTANDING #1

Re: Pension Plan

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan, which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions, which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems, which arise from the failure to collect the employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

LETTER OF UNDERSTANDING #2

Re: Sick Leave

Prescheduled Hours

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will pre-schedule for absences once it has knowledge thereof to the extent that it is able to do so.

Employer agrees to renew this letter with the understanding this is for the employees who have been placed on a waiting list for specialist /surgery and by way of last minute cancellations and re scheduling of specialist/surgery are able to utilize sick leave for pre scheduled hours.

LETTER OF UNDERSTANDING #3

RE: Elected or Appointed-to Federal, Provincial, Municipal or Regional Municipal Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of his/her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with his duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

LETTER OF UNDERSTANDING #4

Re: Vacations

1. Vacation requests are to be submitted according to the following schedule:

Period	To Be Submitted By
May 1 to September 30	March 1
October 1 to January 31 (excluding Vacations at Christmas)	June 1
February 1 to April 30	November 1

Employer will post reminder notices of upcoming vacation submission deadlines in each home a month in advance of each deadline.

Vacations must be scheduled by December 31st or are subject to management scheduling.

2. Because of the difficulty in ensuring proper staffing over the period from June 1 to August 31, we would request that staff try to take only 2 weeks of vacation time consecutively.
3. One (1) week of vacation may be taken as individual days. Two (2) weeks of vacation may be taken as individual days for those with ten years or more seniority.
4. Vacation requests which are made in a timely manner according to the timetable in para 1 above, will be granted according to seniority as per the collective agreement. Notwithstanding the foregoing, vacation requests which are made after the respective deadlines in para 1 above for a given period, will be granted on the basis of first come first served for the said period.

In all cases, vacations will be granted subject to normal operational requirements in the Home.

Employer to respond in writing to the individual within thirty days following the date of request.

LETTER OF UNDERSTANDING #5

Re: Vacations at Christmas

It is understood Employees will be allowed to take vacation during the Christmas period on a Seniority rotational basis. The requests of full time employees will take precedence over part time employees' requests. Such vacation must be taken in blocks of five (5) working days. In all cases, vacations granted during the Christmas season are subject to management approval and subject to the operational requirements of the Home.

Re: Scheduling Christmas Day, Boxing Day and New Year's Day

In preparing the Christmas schedule, it is understood Master Scheduling may be suspended for the period from December 15 to January 15, 2010. Employees will be scheduled to work either Christmas or New Year's on a rotational basis each year (i.e.: work Christmas one year off the following year). Once the Christmas schedule is completed the Employer will review the availability of staff coverage during the Christmas period and if possible, provide the most senior employees with an opportunity to be scheduled off for both Christmas and New Year's Day.

Employees who wish to be scheduled for both Christmas and New Year's will have the opportunity to request to be scheduled accordingly.

Employees doing shift exchanges must follow the process as outlined in the Collective Agreement.

Christmas scheduling is at the discretion of management and subject to the operational requirements of the Home.

LETTER OF UNDERSTANDING #6

Re: Vacation Pay Part -Time

Vacation pay for part-time employees will be paid once per year at the request of the employee. It is the responsibility of the employee to ensure that they take a minimum of two (2) weeks off for vacation.

The Employer has the right to schedule vacation time off if the employee does not do so.

In all cases, vacation will be granted subject to normal operational requirements of the Home.

LETTER OF UNDERSTANDING #7

Re: RAI Results

Recognizing the mutual objective of quality care, the Employer agrees to meet through the labour Management Committee with the union as soon as practical after the receipt of their annual RAI results. The employer agrees to provide the union with staffing levels, the impact, of related payroll costs on staffing levels and a written notice- of the RAI results for the facility.

The purpose of this meeting is to discuss the impact of the RAI changes on the staffing of the facility, and provide the union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

LETTER OF UNDERSTANDING #8

Re: Third Party Services

For those Nursing Homes noted in the second paragraph of Article 3.01, it is specifically agreed and understood that the Employer will engage in third party services who will be providing Environmental Services Support Staff (laundry, Dietary, Housekeeping and Maintenance), either on or off site. It is further agreed and understood that such work is not work normally performed by the bargaining unit and as such is not contracting out under the terms and conditions of the Collective Agreement. it is further understood that, subject to the provisions of the collective agreement the Employer will hire as employees its RPN's, HCA's, PSW's and program support workers.

LETTER OF UNDERSTANDING #9

Re: Violence Against Women

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

LETTER OF UNDERSTANDING 10

Re: 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 to be known to be unwelcome. Every employee has the right to freedom from harassment in the workplace by the employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or handicap.

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:

1. Name calling
2. Racial slurs or jokes
3. Mimicking a person's accent or mannerisms
4. Offensive posters or pictures on paper
5. Repeated sexual remarks
6. Physical contact that could be perceived as degrading
7. Sexual flirtation, advances, propositions
8. Leering
9. Comments about a person's sex life
10. Innuendo, gestures or taunting about a person's body, disability, attire or gender.

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

Procedure

The Employer and the CAW are responsible for advising a complainant when this policy applies; providing education regarding harassment; clarifying options available; identifying and assisting complainants in obtaining counselling; 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 he or she has the right to withdraw from any further action in connection with the complaint at any stage.

All complaints will be held in strict confidence.

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/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.

Letter of Understanding #11

Re: Greenshield

In the event the Employer considers changing the carrier of health and welfare benefits in place as of the 'date of ratification', Greenshield will be invited to submit a proposal.

LETTER OF UNDERSTANDING #12

WORKLOAD REVIEW

In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:


- a) At the time the workload issue occurs, discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.

If necessary, using established lines of communication, seek immediate assistance from an individual(s) identified by the Employer who has responsibility for timely resolution of workload issues.

- b) Failing resolution at the time of occurrence of the workload issue, the workload concern(s) will be reduced to writing using the Union's standardized form and addressed at the next scheduled labour/management meeting.

Implementation of Workload Review Form attached hereto as Appendix A.

Appendix A - Workload Review Form

WORKLOAD REVIEW FORM	 www.caw.ca
CAW represented staff members are to complete all sections and forward copies to the Unit Chairperson as soon as possible.	
Name (print) & Classification:	
Signature:	
Occurrence Date:	Time:
Workplace:	Unit:
Brief Description of Workload Concern:	
Recommendation to Resolve:	
Name/Title of CAW Representative Notified:	
Date/Time of Notification:	
A summary of workload concerns may be tabled as an agenda item at the next scheduled Labour Management meeting.	

Letter of Understanding #13

Re: Chiropractic – Eye Care

Where the benefit plans provide for chiropractic coverage and eye examinations, the Employer agrees that that coverage will continue notwithstanding that O.H.I.P. no longer includes such services as insured services.

Letter of Understanding #14

Re: Resident Abuse

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

The Employer will provide an in-service in each calendar year with respect to the resident abuse policy current at the time of the in-service and will be available to answer any questions the employee may have about the in-service. The Employer shall provide the employees at the in-service with a copy of the current resident abuse policy. Employees who attend such in-service outside their regular working hours will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

Nothing herein interferes with the right of the Employer to introduce an amended resident abuse policy at any time. The Employer shall provide an in-service about such amendment, and will provide the employees with a copy of the amendment. Employees who attend such in-service outside their regular working hours,, as may be required by the Employer, will be paid at their regular rate of pay during such attendance. Employees will be required to sign that they have attended the in-service and that they have had an opportunity to review any questions they may have about the policy with the Employer.

The Employer and the Union understand and agree that every person has a positive obligation under the Nursing Homes Act to report forthwith resident abuse or the suspicion of abuse and the information upon which it is based without fear of reprisal.

Letter of Understanding #15

Re: Investigation of Alleged 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 alleged abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence.

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

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

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

Letter of Understanding #16

Re: Record of Employment during Sick Leave

- a) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.
- b) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
- c) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.
- d) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the E.I. sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

Letter of Understanding # 17

Re: Casual or Unscheduled Part-time

Where 'casual employees' exist in a collective agreement, or where there is an established practice of part-time employees who do not have scheduled shifts the following conditions will apply:

Once such employee has provided availability to the Employer, if they do not accept shifts for a period of three (3) consecutive months, they shall be deemed to have voluntarily resigned their employment.

Notice in writing will be provided to the employee and the Unit Chairperson.

Letter of Understanding #18

Re: Closure to Avoid the Union Language

The Employer agrees to not close an existing home and open another in an attempt to avoid the Union during the term of this Collective Agreement.

Letter of Understanding #19

Re: Nursing Homes and Related Industry Pension Plan

Effective November 1, 2011, the Nursing Homes and Related Industry Pension Plan is established as a Retirement Benefit and replaces the Group Retirement Savings Plan.

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

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

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

All other payments, premiums, allowances and similar payments are excluded.

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

.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four per cent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the plan.

- .03 The Employee and the Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

expense of the Plan to obtain such information from the Employer's files.

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

For further specificity, the items required for each eligible employee by article xx.02 of the agreement are:

(i) To Be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of First Remittance
Date of First Contribution

(ii) To be provided with Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To Be Provided Once, and if Status Changes:

Address as provided to the Home
Termination date when applicable

(iv) To be Provided Once if they are Readily Available

Gender
Marital Status

Any additional information requests beyond that noted above may be provided if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- .06 Where legislation or the Plan prohibits an employee from contributing to the Nursing Homes and Related Industries Pension Plan (NHRIPP) because of age, an amount equivalent to the deductions in Article xx.02 will be added to the employee's wages.

LETTER OF UNDERSTANDING #20

Re: WOMEN'S ADVOCATE

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

For this reason the parties agree to recognize the role of women's advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employee's 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 a provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the woman's advocate.

Memorandum of Settlement

between

The following resolves and concludes all pay equity obligations for Columbia Forest Long Term Care:

1. As of January 1 2005 the wages at Columbia Forest Long Term Care for Registered Practical Nurses, Nurses' Aides, Healthcare Aides and Activity Aide will be adjusted to reflect the wages of the Central Pay Schedule (Hamilton wage rates-attached) which captures and concludes pay equity in the rates.
2. It is understood and agreed wage adjustments received to date and adjustments offered as "wage gap narrowing" for Columbia Forest Long Term Care, as per the Memorandum of Settlement dated November 15, 2004, will not be in addition to the Central Pay Schedule (Hamilton wage rates-attached).
3. The wage gap narrowing of .09 cents (scheduled to be paid out June 1 2006) will be removed from the current pay schedule and will not be in addition to the Central Pay Schedule (Hamilton wage rates-attached).
4. Columbia Forest Long Term care wage rates will be adjusted for pay period May 31, 2005. Retroactive payments for January 1, 2005 to May 30, 2005 will follow thereafter within two pay periods, by separate cheque.
5. It is agreed and understood there are no outstanding claims for pay equity and the above settles and concludes all pay equity obligations.

Signed at _____ day _____ of May, 2005.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives as of the 21 day of Aug, 2013

Revera Long Term Care Inc.
operating as Columbia
Forest Long Term Care

The National Automobile,
Aerospace, Transportation
and General Workers Union of
Canada, CAW and its Local 1106

Shelene Ireland

Mike Space

P. Harris

Comptroller

Jan Johnson



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