

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CARESSANT CARE NURSING AND RETIREMENT HOMES LTD.  
COBDEN NURSING HOME**

**Hereinafter called the "Employer"**

**and:**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

**Hereinafter called the "Union"**

**January 1, 2011 to December 31, 2013**

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## ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The general purpose of this agreement is to secure for the Home, the Union and the Employees, the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties and to set forth the conditions of employment to be observed by the Home and the Union.
- 1.02 Wherever the female gender is used through the articles within this agreement, it is agreed that the male gender is an acceptable substitute whenever and wherever the male gender is applicable.
- 1.03 Where the singular is used through the articles within this agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

### 1.04 Definition of Employees

The following definitions shall be applied to this agreement:

- a) A "full-time employee" shall be defined as an employee who regularly works more than twenty-two and one half hours per week (22.5).
- b) A "regular part-time employee" shall be defined as an employee who is regularly scheduled and works twenty-two and one half (22.5) hours or less per week.
- c) "Relief part-time employees" shall be defined as an employee who works on a relief or ad hoc basis and may be called as required by the Home. The parties agree that such a relief employee has the option of refusing work when such work is made available to him, if such relief employee has a legitimate reason for failing to report. A relief part-time employee who is called a minimum of three (3) times on different days during each of four consecutive pay periods, and who refuses to work any shift during such pay periods, may be terminated at the sole discretion of the Employer.
- d) A student employee shall be defined as an employee enrolled in school full time or employed during the school vacation. The student employee shall inform the Home no later than August 1<sup>st</sup> of each year if they are returning to school. If they are not returning to school full time they may apply for a regular full time or part time position, if available, or they will be laid off in accordance with Article 13.
- e) Where a dispute arises between the parties as to which classification an employee rightly belongs ((a) or (b) above) then the hours of such

employee shall be mathematically averaged over a period of six (6) months back from the date on which such dispute was raised by either of the parties.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Home recognizes the Union as the sole and exclusive bargaining agent for all employees of Caressant Care Nursing and Retirement Homes Limited, Cobden Nursing Home, save and except supervisors, persons above the rank of supervisor, office and clerical staff and activities director.
- 2.02 Persons, whether employed by the Home or from outside who are not members of the bargaining unit, shall not perform work on any jobs which are included in the bargaining unit, if it results in layoffs or reduction in hours, or prevents an employee on layoff from being recalled, except for the purpose of instruction or in the case of emergency when bargaining unit employees are not available.
- 2.03 Except in conformance with past practice and 2.02 above, the Employer will not contract out bargaining unit work.

## **ARTICLE 3 - RELATIONSHIP**

- 3.01 The Home and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age, national origin, or union affiliation.
- 3.02 The Home and Union agree to observe the provisions of the Ontario Human Rights Code and the Canadian Bill of Rights.
- 3.03 The Home agrees it shall not interfere with, restrain, coerce, discriminate against or harass employees in their lawful right to become and remain members of the Union and to participate in its activities.
- 3.04 The Union agrees that, except as provided for in this agreement, there will be no union activity on the premises of the Home during the employees working hours except by agreement with the Home.
- 3.05 Harassment

Harassment refers to comments or actions that are unwelcome or should be known to be unwelcome. Harassment requires a course of conduct which means that a

pattern of behaviour or more than one incident is usually required. However, a single incident may be sufficiently offensive to be considered harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or the agent of the Employer, or the Union or the agent of the Union, or by another employee because of race, ancestry, place of origin, citizenship, creed, age, record of offences, marital status, same sex partnership status, family status or handicap.

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

#### Complaint and Investigation Procedure

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

Tell the person involved as soon as possible how they feel, and request that he/she stop the conduct you find offensive.

If you feel uncomfortable approaching the person, or the harassment continues, bring the incident forming the basis of the complaint to the attention of the supervisor and/or Union representative.

In minor cases, not involving repeat incidents, the Home and the Union agree that the Union may try to resolve a harassment or discrimination complaint between bargaining unit employees without a full investigation when so requested by the bargaining unit complainant. The outcome of this attempted resolution will be communicated to the Company within ten (10) days of the initiation of the complaint.

The Union and the Employer further agree to go beyond the Human Rights Code to include personal harassment.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Subject to the agreement, the Union recognizes and acknowledges that the management of the Home and direction of the work force are fixed exclusively with the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order and efficiency;
  - b) determine schedules, and quality standards, shifts, hours, the content of jobs and to assign work to employees;
  - c) determine the place, means, methods, processes and schedules of service, numbers of employees, the location, extension, limitation, curtailment or cessation of operations or any part thereof, and the service to be provided; plan, direct and control the operations;
  - d) hire, classify, promote, demote, retire, layoff or transfer employees;
  - e) suspend, discipline, or discharge employees for just cause provided that a claim by an employee that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
  - f) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 In recognition of the provisions and procedures as established by the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, chapter 208, as amended, and in view of the orderly procedures established for the handling of grievances, the Union agrees that there will be no strike, slowdown or stoppage of work, either complete or partial, and the Home agrees that there will be no lockout.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 The Home shall deduct from each pay of each member of the bargaining unit, such union dues, fees and assessments as prescribed by the Constitution of the Union. It is understood that probationary employees are part of the Bargaining Unit.

- 6.02 a) Dues and initiation fees so deducted shall be remitted along with a list of the names of employees from whom such deductions have been made prior to the fifteenth (15th) day of the month following the month payable to the International Treasurer, United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K1. A copy of this list is to be provided to the Unit Chairperson.
- b) The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made, the total gross amount earned by each employee and the total amount deducted for the month. Such statement shall also list the names of the employees from whom no deductions have been made and the reason why, along with any forms required by the International Union.
- 6.03 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this article.
- 6.04 The Employer, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employer during the previous year.

#### **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Home acknowledges the right of the Union to appoint or otherwise select stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Home shall be notified in writing by the Union of the names of the steward(s), the Unit Chairperson or President and the Union Grievance Committee and any changes thereto.
- 7.03 The Home agrees to recognize and deal with a Union Grievance Committee plus the Unit Chairperson or President.
- 7.04 The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and unless specifically authorized by this Agreement, the work of the Stewards shall not be carried on during working hours. It shall be the duty and function of the said stewards to assist in the carrying out of the terms and provisions of this Agreement including the adjustment of all grievances and complaints. Therefore, when the legitimate business of a Grievance Committee person, or shop steward requires him/her to leave his/her department, he or she shall first receive permission from his or her supervisor (such permission shall not be unreasonably



withheld).

7.05 The Home agrees that stewards and grievance committee persons shall not suffer loss of pay for time spent in the handling of grievances.

7.06 Labour/Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a joint Nursing and Retirement Home Labour/Management Committee meeting, the following shall apply:

An equal number of representatives of each party, as mutually agreed, shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. However, such meeting shall not exceed one (1) every quarter. The Union and the Employer shall alternate in filling the Chair and Recording Secretary positions. Minutes shall be kept and distributed to all members of the Committee.

The Employer shall pay each representative her straight time hourly rate of pay if scheduled to work, for all hours spent in attendance at such meetings. A Union staff member and the Employer may attend as representatives of both parties.

7.07 **CMI/RDA MDS 2.0 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 CMI/RDA MDS 2.0 results. The Employer agrees to provide the Union Representatives with staffing Levels.

The purpose of this meeting is to discuss the impact of the CMI/RDA MDS 2.0 changes on the staffing levels in the facility, and quality care, 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.

## **ARTICLE 8 - NEGOTIATING COMMITTEE**

- 8.01 The Home agrees to recognize and deal with a negotiating committee of not more than two (2) employees in addition to representatives of the International Union, provided that the Unit Chair is automatically part of the bargaining committee, and that there will not be more than one registered staff on the committee.
- 8.02 The Employer shall pay the regular rate of pay for no more than two (2) members of the negotiating committee for all regularly scheduled hours lost due to attending negotiations of subsequent agreements up to and including conciliation.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Home with respect to the application, interpretation or alleged violation of this agreement shall be adjusted as quickly as possible.
- 9.02 No grievance shall be considered when the event giving rise to it occurred or originated more than 10 days before the event became known to the grievor or ought to be known to the grievor.
- 9.03 If, after registering the complaint with the Administrator or his/her designate and such complaint is not settled within three (3) working days or within any longer period which may have been agreed to by the parties, then the following steps of the grievance procedure may be invoked:

**Step One:** Within five (5) working days of the answer given in Article 9.03 the grievance may be submitted in writing to the Administrator or his/her designate either directly or through the Union. The Administrator or his/her designate shall meet with the employee's union steward within three (3) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Administrator or his/her designate shall within a further three (3) working days give his/her answer on the grievance form and return it to the Union.

**Step Two:** If the decision of the Administrator or his/her designate is not satisfactory, the grievance may be submitted within five (5) working days to the Administrator who shall, within five (5) working days hold a meeting between the Union Grievance Committee not to exceed two (2) in number and the appropriate representatives of management, in a further attempt to resolve the grievance. The grievor and/or the International Staff Representative or his designate may be present at this meeting if requested by either party. The Administrator shall within

a further five (5) working days give his/her decision in writing, on the grievance form and return it to the Union.

- 9.04 Within 4 weeks, if the final settlement of the grievance is not reached at Step Two then the grievance may be referred in writing to arbitration by either party as provided for in Article 11.
- 9.05 Either party to this Agreement may lodge a grievance in writing with the other Party on any difference between the parties concerning the interpretation, application or administration of this agreement, including whether a matter is arbitrable. Such grievance shall commence at step 2 of the grievance procedure within five working days of the occurrence of the circumstances giving rise to the grievance.
- 9.06 Any and all time limits fixed by this article may, at any time, be extended by written agreement between the Home and the Union.
- 9.07 Unless otherwise arranged by the Union, the grievor shall be present at all stages of the grievance meetings.
- 9.08 Saturday, Sunday and statutory holidays shall not be considered "working days" for the purpose of this Article and Article 10.
- 9.09 The time limits stated in this Article and Article 10 may be extended by mutual agreement of the parties in writing.
- 9.10 It is understood that at any step of the grievance procedure the Employer representatives may have such counsel and assistance as they may desire, and that the employee may have her steward and/or a representative from the Union present at the request of either the employee or the Employer.
- 9.11 Group Grievance shall be defined as a single grievance involving two (2) or more employees who have a similar grievance. Such grievances will be dealt with at Step Two of the Grievance procedure. The names of the grievors shall be identified on the grievance form. It is further understood that the stewards shall first attempt to resolve the grievance with the supervisors of the employees involved.

**ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION**

- 10.01 a) A claim by an employee, that he has been discharged, suspended, or given a written warning without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the grievance procedure within five (5) working days after the employee receives notice that he has ceased to work for the Home or returns to work after a suspension.
- b) The Employer shall provide the employee with a copy of any written warnings. Any written reply by the employee shall become part of her record.
- c) The Employer will provide the Unit Chair with a copy of all written disciplines, suspensions, and discharges.
- d) The parties acknowledge that the probationary period affords the Employer an opportunity to assess the employees and that a lesser standard will apply to the release of a probationary employee, than would be applied to an employee who has attained seniority.
- e) The parties agree that the Employer shall, through the application of fair and reasonable standards, have the right to release a probationary employee whom the Employer believes to be unsuitable because of conduct, attitude, inability to work with other employees, quality and quantity of work, attendance or any other work related reason.
- 10.02 An employee subject to suspension, discharge or written warnings shall have the right to the presence of a union steward at the meeting to discuss the disciplinary action. In the event that a steward is not readily available to attend a meeting and immediate disciplinary action is required, the Supervisor shall arrange a meeting for the next business day to discuss the action taken. In the event of a discharge the employee shall be given an opportunity to confer with the steward before leaving the building.
- 10.03 Letters of reprimand including suspension issued to employees shall be removed from the employee's record after twelve (12) months from the date of reprimand or suspension. In the case of discipline arising from incidents involving third party interface, i.e. resident and family, record will remain on file for a period of thirty-six (36) months.
- 10.04 An employee shall, upon written request have an opportunity to view his/her personnel file. Such requests shall be granted within three (3) days and on the

employee's own time. The employee shall view her file in the presence of the Administrator or designate.

#### **ARTICLE 11 - ARBITRATION**

- 11.01 When either party to the agreement requests that a grievance be submitted for arbitration, they shall make such request in writing addressed to the other party to the agreement.
- 11.02 The arbitration procedure incorporated in the agreement shall be based on the use of a single arbitrator unless mutually agreed otherwise.
- 11.03 Except where otherwise provided for in this agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings.
- 11.04 No matter may be submitted to arbitration, which has not first been properly carried through all preceding steps of the grievance procedure.
- 11.05 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- 11.06 The decision of the arbitrator shall be final and binding on the parties.
- 11.07 When either party refers a grievance to arbitration, they shall propose three (3) acceptable arbitrators. If none of the proposed arbitrators are acceptable to the other party, other arbitrators may be proposed by either party. If an acceptable arbitrator is not agreed upon within fifteen (15) days, the parties may either submit more proposed arbitrators or request the Ministry of Labour to appoint an arbitrator. The parties can extend time frames upon mutual consent.

#### **ARTICLE 12 - SENIORITY**

- 12.01 a) An employee shall not have any seniority and shall be considered as a probationary employee until she shall have attained seniority status by actually working a total of three hundred and ninety (390) hours from the last date of hire. Upon completion of probation employees shall be credited with all hours worked dated back to the date of hire.

During the probationary period an employee may be terminated at the sole discretion of the Home as long as the employee has been given a prior warning

and an opportunity to correct that behavior, any subsequent behavior can result in her termination.

- b) The parties agree for the purposes of accumulating seniority, all hours worked and not worked but paid for by the Employer shall be included in calculating an employee's seniority. (Ex: paid leave of absence, leave for union business, bereavement leave, vacations, paid sick leave, etc.).
- c) A probationary employee who goes off on pregnancy/paternal leave before completing her probationary period shall not accumulate hours/months toward completion of her probation while on pregnancy/paternal leave. Upon her return, she shall complete the remaining number of shifts/months needed to complete probation. Once she has gained seniority she shall be credited with the hours lost while on pregnancy/paternal leave in accordance with the Employment Standards Act.

12.02 The parties recognize that job opportunity and security shall increase in proportion to the length of service in the bargaining unit. Therefore, in making staff changes, transfer or promotions the following factors shall be considered:

- a) skill, ability and qualifications
- b) seniority

Where the Employee possesses the qualifications and skills and ability as identified in a) then seniority will govern.

12.03 Seniority shall be retained and accumulated until it is lost under 12.04 below unless otherwise specified in this agreement.

12.04 An employee shall lose his seniority standing and his/her name shall be removed from all seniority lists and they shall be deemed terminated for any one of the following reasons:

- a) If the employee voluntarily quits.
- b) If the employee is discharged for just and reasonable cause and is not reinstated in accordance with the provisions of this agreement.
- c) If the employee is laid off and fails to notify the employer of intent to return to work within five (5) working days after he/she has been notified so to do by the Home by registered mail to his/her last known address (a copy of such notice shall be sent to the Union).

- d) If the employee has been on layoff for lack of work for a period of more than thirty six (36) consecutive months.
- e) Employees who are on a leave of absence, including sick leave or WSIB, will not engage in gainful employment while on such leave. Employees who intend to work while on leave must inform the Home and the Union so that the issue can be dealt with by the parties. If an employee does engage in gainful employment while on such leave she shall forfeit all seniority rights and privileges unless otherwise agreed upon by the Union and the Home.
- (f) If she is absent from work for more than three (3) working days without reason and/or personally notifying the Employer, unless such notification was not reasonably possible.

12.05 Seniority shall mean total length of continuous service in the bargaining unit as defined in Article 1 and shall be on a bargaining unit wide basis, as follows:

- 1) All employees shall accumulate seniority based on eighteen hundred (1800) hours worked equals one (1) year of service.

12.06 a) Stewards will be issued an up-to-date seniority list twice a year on or about January 31 and July 31 of each year. This list should include the following data: date of hire, length of service expressed in hours worked. A copy of such seniority list shall be mailed to the area office of the Union and a copy posted on the bulletin board for employees' inspection.

The parties agree that the Unit Chairperson may request an updated seniority list from time to time from the Employer. Such requests shall be made with proper notice and shall not be unreasonably refused. If such requests become excessive, the parties will meet to discuss and review this issue.

- b) Annually the Home will provide the International Union representative with a copy of seniority list along with last known address and telephone number of all of the bargaining unit employees. Copy of the list will be given to the local union Home chairperson.
- c) It is the responsibility of the employee(s) to inform the Home and the Pension Plan of any change in address.

12.07 Job Posting

- a) All permanent and temporary jobs which will be vacant for more than

thirty (30) calendar days and all new jobs (unless notified in writing by the employer of his intention not to fill the vacancy) shall be posted for seven (7) working days on the bulletin board and will stipulate the classification, and normal hours of work per schedule, rate of pay per agreement, expected start date and expected duration. New jobs will be posted immediately.

- b) An employee who is temporarily replacing another employee who is absent from work shall return to his/her regular job when the absent employee returns. Similarly, all other employees affected by the transfer shall return to their regular jobs.
- c) When a posting is filled by means of a job posting, the name of the successful applicant will be posted. All copies of the job posting will be given to the Unit Chairperson along with the successful applicant's name.
- d) During the seven working days the job is posted, employees from both the Nursing and Retirement Homes may apply in filling a Nursing Home opening, Nursing Home employees only will be considered. If no one from the Nursing Home applies or is qualified for the job, Retirement Home employees will be considered. If no one from either the Nursing or Retirement Homes apply or is qualified the employer may hire from outside.

12.08 For the purpose of this agreement a vacancy shall be defined as any unfilled position where there is work being performed.

12.09 The successful applicant shall be placed on a trial period of up to twenty (20) working days, to demonstrate their capability to perform the work. After twenty (20) days worked the promotion shall become permanent. In the event the applicant proves incapable of performing the work during the trial period, or if the applicant elects to return to her former position, she shall be returned or return to her former position and wage rate, without loss of seniority. Any other employee who was promoted or transferred as a result of the job posting shall return to her former position and rate of pay, without loss of seniority.

12.10 The successful candidate shall be placed on the wage grid of the job she applies for in accordance with her seniority.

12.11 Temporary Transfer

An employee who is temporarily transferred to meet the Home's convenience to another job for which the regular rate is less than that which the employee is receiving, he shall retain his former rate, and if such transfer is to a job with a



higher rate, the employee shall receive the higher rate paid for such job.

12.12 New or Changed Jobs

The Home agrees to negotiate with the Union, the rate of pay for any new or changed job prior to the rate being installed. However, if the parties fail to agree on the new rate, they shall install the new rate proposed by the Home and the Union shall have the right to grieve whether or not the rate is proper based on its relationship to related or similar jobs presently in existence.

- 12.13 a) Employees who transfer from the Nursing Home to the Retirement Home or vice versa will carry their seniority and Service with them. However if the trail period is not completed then the employee would return to her former job.
- b) In the event of a layoff in either home, employees affected will have the right to bump employees in the other home, provided they have sufficient seniority and in accordance with the seniority provisions of the applicable collective agreement, and provided they have the necessary qualifications.

**ARTICLE 13 - LAYOFFS AND RECALLS**

- 13.01 a) In the event of a layoff, employees shall be laid off in the reverse order of seniority provided that the remaining employees are willing, able and qualified to perform the work.
- b) The Unit Chairperson (chief steward) shall be among the last to be laid off so long as he/she is willing and able to perform the work.
- 13.02 In the event of a recall, employees shall be recalled in order of seniority provided those recalled are willing, able and qualified to perform the work.
- 13.03 The Home agrees that it will discuss a scheduled layoff with employees at the earliest opportunity prior to its implementation and that it will use every reasonable effort to assist employees affected by a layoff to find alternative employment.
- 13.04 Whenever it becomes necessary to reduce the work force, employees who have attained seniority shall be given notice in accordance with the Employment Standards Act. However, the Act will be deemed to be amended to provide notice to the affected employee as follows:

If her service is greater than 9 years, 9 weeks notice  
 If her service is greater than 10 years, 10 weeks notice  
 If her service is greater than 11 years, 11 weeks notice  
 If her service is greater than 12 years, 12 weeks notice”  
 (whichever is the greater) in advance of the layoff or pay in lieu thereof.

13.05 No new employees shall be hired until those laid off have been given an opportunity to recall provided that the laid off employees are willing, able and qualified to perform the available work.

13.06 Bumping Rights

The Home agrees that employees who are laid off or displaced will be able to displace any junior employee for the number of hours equal to the number of hours they have been laid off for as long as the employee is able and willing to perform the work to be done.

**ARTICLE 14 - LEAVE OF ABSENCE**

14.01 An employee shall be allowed a leave of absence without pay for personal reasons, if:

- a) they request it in writing from the management, and
- b) the leave is for a good reason and does not interfere unduly with the operations of the Home.
- c) During a leave of absence, the Home will continue its benefit contributions for a period of the month in which the leave commences and the month following provided the employees pay their portion of the premium to the Home prior to the 1<sup>st</sup> of the month for which the benefits are to be continued or otherwise the benefits will be discontinued.
- d) An employee granted an emergency leave of absence under the Employment Standards Act may elect, if available, to use a float day, in lieu day for a stat holiday, or a vacation day to cover her lost earnings for that day.
- e) It is understood that no leave of absence will be granted between December 20 of one year and January 3 of the following year.

14.02 a) A maximum of two (2) employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union

business shall be granted a leave of absence for this purpose. The Union will notify the Home in writing, not less than ten (10) working days prior to the start of the leave, of the names of the delegates. No more than 1 registered staff at a time may take such leave.

- b) When employees are granted leave of absence as per article 14.02 a) the Home will provide the employee with his regular earnings and the Union will reimburse the Home on a monthly basis for all including the Statutory Benefits paid on behalf of the employee by the Employer (EHT, UIC, etc.). Time off shall be considered as time worked for the purposes of accumulating seniority during this absence.
- c) The Home will grant an employee leave of absence without pay for at the most three (3) years in order to work as a full-time official of the Local, International Union or for any organization to which the Union is affiliated. The leave must be requested by an International Union representative and extension requests to such leaves of absence shall not be unreasonably refused by the Home. The employee shall continue to accumulate seniority during this absence. Time off shall be considered as time worked for the purpose of accumulating seniority during this absence.
- d) When an employee is granted leave of absence as per article 14.02 (c) the Home agrees that the employee may elect to retain welfare benefit coverage with the Home as long as 100% of the premiums for such coverage are reimbursed on a monthly basis to the Home by the Union.

#### 14.03 Education Leave

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, i.e. tuition, lost wages, accommodation, meals if necessary and mileage.

14.04 Leave of absence with or without pay may be granted to employees at the discretion of the Employer, to attend professional and educational meetings, courses or other events which may be judged beneficial to the employees' professional development, especially as it relates to his/her responsibilities with the Employer. The exercise of this discretion by the Employer shall not be the subject matter of a grievance.

14.05 An employee shall be paid for all hours while in attendance at mandatory in service or meetings.

**ARTICLE 15 - UNION REPRESENTATIVE**

- 15.01 If an authorized representative, who is not employed by the Home, wants to speak to local union representatives about a grievance or other official business, he shall advise the Home Administrator, or his designated representative, who shall then call the local union representative to an appropriate place where they may confer privately. These talks will be so arranged so that they will not needlessly interfere with the operations of the Home.

**ARTICLE 16 - BULLETIN BOARDS**

- 16.01 The Home agrees to provide a bulletin board in the Home for the purposes of posting official union information. Copy of such notice will be given to the Home Administrator or his representative prior to being posted.

**ARTICLE 17 - REPORTING ALLOWANCE**

- 17.01 In the event that an employee reports for work, without having been previously notified not to report, she will be given at least four (4) hours work at her regular rate of pay or if no work is available, she will be paid the equivalent of four (4) hours at her regular rate of pay in lieu of work. This provision shall not apply when there is lack of work due to a situation beyond the control of the Home.

**ARTICLE 18 - SICK LEAVE - INCOME PROTECTION IN CASE OF ILLNESS**

- 18.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
  - (b) Employees who have completed their probationary period shall be credited with 22.5 hours (three credits) of sick leave credits and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credits) for each period of 150 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness during the first two (2) calendar weeks of that illness, up to a maximum of 105 hours of scheduled lost time per illness.

- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds ( $66 \frac{2}{3}$ ) percent of straight time wages based on the average number of hours worked by the employee in the previous pre-determined six (6) month period of time. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ( $66 \frac{2}{3}$ ) percent of her straight time wages based on the average number of hours worked by the employee in the previous six (6) month period of time, 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 all employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds ( $66 \frac{2}{3}$ ) percent of straight-time wages lost. Benefits will be determined by using the average number of hours worked by the employee in the previous six (6) month period and will be provided in accordance with the plan policy.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period.
- (f) Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
- (g) For employees with current sick leave banks, the following shall apply:
  - i) Up to 105 hours (14 credits) 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 credits in the current sick leave bank beyond the 105 hours (14 credits) will be converted to dollars at the employees' current rate of pay and placed in a frozen bank. If allowed under the HRDC rules, this frozen bank shall be used to top up the weekly indemnity portion of the new sick leave plan and to provide pay for legitimate illness or injury during the first two weeks that the employee would otherwise be unpaid due to a lack of sick leave credits in their new bank.

18.02

If an employee is absent from work because of an injury that is compensable under the Workers' Compensation Act, she shall not lose any accumulated sick

days.

- 18.03 No sick leave shall be paid if a third party is paying income allowance (e.g. W.S.I.B., Insurance).
- 18.04 It is agreed that an employee will provide the Employer with as much notice as possible in the event that they are unable to report for work due to illness. The employee will forfeit their sick leave benefit if they do not provide the Employer with a minimum of ninety (90) minutes notice for day shifts and a minimum of two (2) hours notice for all other shifts.
- 18.05 The Employer may request proof of disabling accident or sickness reasonably acceptable to the Administrator,
- (i) to any absence in excess of two (2) days;
  - (ii) for the fourth (4th) and succeeding non-occupational illness in a twelve (12) month period.
  - (iii) Where the Employer suspects misuse of sick time, sick pay may not be paid without a doctor's letter for sick days taken before or after scheduled vacation, leave of absence or Stat Holidays.
- 18.06 An employee is required, after any absence due to illness or injury of three (3) or more days, to furnish to the Employer a certificate of a legally qualified medical practitioner stating that the employee is able to resume her full duties.
- 18.07 If the Employer requires a sick leave certificate the Employer shall pay the cost of the certificate not covered by OHIP.
- 18.08 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.
- 18.09 The Employer will notify the employees of their accumulation of sick leave on request.
- 18.10 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 24 .

**ARTICLE 19 - PAYMENT FOR INJURED EMPLOYEES**

- 19.01 In the event that an employee is injured in the performance of her duties, she shall, to the extent that she is required to stop work and receive treatment, be paid wages for the remainder of her shift. If it is necessary the Home will provide, or arrange for suitable transportation for the employee to the doctor or hospital and back to the Home and/or to his home as necessary. If it is necessary for an employee to receive medical treatment subsequent to her return following a work related injury, she shall be paid for any time lost from her regular shift hours to attend such appointment.

**ARTICLE 20 - JURY AND WITNESS DUTY**

- 20.01 The Employer shall grant leave of absence without loss of regular pay to an employee who serves as a juror or is required by subpoena to attend a court of law or coroner's inquest, providing the employee:
- a) notifies the Employer as soon as he becomes aware that he will be subpoenaed or receives the subpoena whichever comes first;
  - b) presents to the Employer proof of service requiring the employee's attendance;
  - c) The employee shall reimburse the Employer the full amount of jury pay, witness fees excluding mileage or travel and meal allowances.

This article will only apply if the employee was scheduled to work.

**ARTICLE 21 - SAFETY AND HEALTH**

- 21.01 The Home and the Union shall maintain an Occupational Safety and Health Committee consisting of equal representation from employees elected or appointed by the Union and the management of the Home.
- 21.02 The general duties of the Occupational Safety and Health Committee shall be to enforce the provisions of the Occupational Health and Safety Acts of Ontario, and the Workplace Safety Insurance Act (WSIB), and,
- a) To make a monthly inspection of the Home or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
  - b) To investigate promptly all serious accidents and any unsafe conditions or

practices which may be reported to it. Such investigations shall include accidents which might have caused injury to a workman whether or not such injury occurred.

- c) To hold regular meetings as OSHCA for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

21.03 No disciplinary action shall be taken against any employee by reason of the fact that he/she has exercised the right conferred upon him/her under the Act respecting occupational health and safety.

In the event section 43(3) of the Occupational Health and Safety Act (RSO 1990) is revoked or changed, the Employer will recognise an employee's right to refuse to perform work where he/she has reason to believe that the work as directed is likely to endanger him/herself or another person. It is understood and agreed however, that no employee shall refuse work if such refusal endangers the life, health or safety of a resident.

21.04 The parties agree that aggressive resident actions are suitable subjects for or at the Health and Safety committee meetings and such actions will be reviewed and recorded in the minutes of those meetings. The Home will take all reasonable steps within its control to address the legitimate health and safety concerns regarding aggressive residents.

21.05 All Employee incident reports shall be given to the Health and Safety committee.

## **ARTICLE 22 - STAT HOLIDAYS**

22.01 a) Employees who qualify shall receive the following paid holidays:

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

- b) Employees shall be entitled to two (2) float holidays per calendar year. Students shall be entitled to one (1) float holiday per calendar year.
- c) If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional holiday will replace one of the paid holidays specified above which is not a Statutory Holiday and which has not been observed in the



year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

22.02 The employee is eligible for payment of holiday pay provided each of the following conditions are met:

- a) The employee works her last full scheduled shift immediately preceding the holiday and her first full scheduled shift immediately after the holiday and/or if scheduled to work the holiday, works the full scheduled shift, unless absent due to reasonable cause.

22.03 If an employee earns wages on a minimum of ten (10) seven point five (7.5) hour shifts in the thirty (30) days immediately prior to the paid holiday, she/he shall receive seven point five (7.5) hours holiday pay.

For those employees who have earned wages on at least ten (10) shifts in the thirty (30) days immediately preceding the paid holiday, but not captured in the above paragraph, their entitlement shall be calculated by adding the total number of hours worked in the aforementioned thirty (30) day period, and dividing by the number of shifts actually worked.

If an employee has not met the above requirements, they shall receive paid holidays calculated per the Employment Standards Act.

22.04 Employees receiving Workers' Compensation, other insurance benefits or on Maternity Leave shall not be entitled to holiday pay unless they meet the requirements of 22.03 - 1<sup>st</sup> paragraph.

22.05 If one of the paid holidays occurs during an employee's regular day off or during their vacation, the Employer shall provide the employee with an additional day off with pay within thirty (30) days of the paid holiday or provide the employee with a day's pay (employee option), providing they meet the provisions of 22.02. It must be mutually agreed.

22.06 Employees will alternate between Christmas and New Year's off each year. In the event there are too many requests for either holiday the deciding factors shall be:

- a) which holiday the employee worked the previous year
- b) seniority

The Employer shall endeavour to provide three consecutive days off over either Christmas or New Year's. Relief part-time employees may at their option, put their wishes with no guarantee of hours on the list as well.

22.07 Upon completion of probation, all employees will be entitled to the float days as follows:

- a) Requests for float days must be submitted in writing and may be taken by mutual agreement at any time except between December 20 of one year and January 3 of the next year; the Employer not to unreasonably withhold.
- b) Float days may not be accumulated from year to year. Failure to request float days may result in the Employer scheduling the day or paying the day.

If an employee has requested a float day and the employer is unable to accommodate request. Then the float day will be carried into the next year.

This memorandum shall not allow for any employee working less than a 7.5 hour shift to receive statutory pay at 7.5 hours. e.g. An employee working a regular 6 hour shift would receive statutory pay at 6 hours, not 7.5.

22.08 An employee who works on one of the above named holidays and who does qualify for holiday pay under article 22.02 shall, at her option, receive:

- (i) One and one-half (1 1/2) times her regular straight time hourly rate of pay for all hours worked, in addition to their holiday pay or;
- (ii) One and one-half (1 1/2) times her regular straight time hourly rate of pay for all hours worked, in addition, a lieu day with holiday pay. Such lieu day shall be taken at a time mutually agreed to between the employee and the Home.

### **ARTICLE 23 - VACATION PAY**

23.01 For the purposes of vacation entitlement employees shall earn their entitlement based on the hours identified below. The vacation year for accrual of vacation pay shall be deemed to be the calendar year. Students shall not accrue vacation pay. It shall be paid to the student on each and every pay cheque in which they have earnings.

Employees shall earn vacation based on two (2%) percent of gross earnings, for each week of entitlement, accrued as follows:

Service as of December 31 of the previous year:

- a)      less than 1799 hours                      one (1) day for each 150 hours worked to a maximum of 10 days
- 1799 hours or less                      one (1) day for each 150 hours worked to a max of 10 days
- b)      1800 hrs to 5399 hrs                      two (2) weeks of vacation
- c)      5400 hrs to 14399 hours                      three (3) weeks of vacation
- d)      14440 hrs to 26,999 hrs                      four (4) weeks of vacation
- e)      27,000 hrs to 41,400                      five (5) weeks of vacation
- f)      41,400 hrs to 50,399 hrs                      six (6) weeks of vacation
- g)      50,400 hrs or more                      seven (7) weeks of vacation
- h)      Vacation pay will be paid on the payroll immediately preceding the scheduled vacation or on the payroll immediately following the scheduled vacation.
- i)      Vacation may not be accumulated from year to year.
- j)      An employee who leaves the employment of the Home for any reason shall receive vacation pay based on the previous year's vacation entitlement.
- k)      "Gross earnings" shall mean total earnings less vacation pay, paid by the Employer as of December 31, of the previous year.
- l)      The Home will post a vacation request list by February 1 of each year. Employees will have until February 28 to express their vacation requests. The Home will post the approved vacation schedule no later than March 31. Vacation preference will be by seniority.
- m)      The parties agree that employees will be entitled to take up to two (2) weeks vacation in one (1) day blocks. It is understood that for the purpose of this article, two (2) weeks shall be defined as the number of days for which an employee is regularly scheduled on an average bi-weekly basis, over the preceding twelve (12) weeks. The remainder of accrued vacation time shall be taken in minimum one (1) week blocks. It is clearly understood that there shall be no pyramiding of vacation pay.

Employees will not be allowed to draw past and current vacation in the same year. Vacation pay shall be calculated as of December 31 of each year, at the appropriate percentage entitlement and placed in an accrual bank; vacation pay will be deducted from this bank for vacation time taken either single days or weeks.

Each day shall be paid as the amount of the vacation bank divided by the number of allowed vacation days.

- n) It is understood that vacation may not be taken between December 20 of one year and January 3 of the next.

## **ARTICLE 24 - PREGNANCY AND PARENTAL LEAVE**

- 24.01 Seniority for all purposes continues to accrue and such time off is counted as time worked during pregnancy and parental leaves and, following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave. Employees shall be entitled to pregnancy/parental leave in accordance with the Employment Standards Act as amended from time to time.

### Pregnancy and Parental Leave

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

#### Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 24.10, Parental Leave.

- (d) Notwithstanding Article 24.02 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

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

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

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 (2) week employment 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 Employment Insurance System.

The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

- 24.03 An employee who does not apply for leave of absence under Article 24.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 24.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 24.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless 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.
- 24.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and 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.
- 24.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 24.05.
- 24.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 24.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.

24.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 24.10 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

24.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least four (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 24.10 Parental Leave, the provisions under 24.02 a),b), c) and 1<sup>st</sup> paragraph of d), 24.04, 24.05, 24.06, 24.07, 24.08 and 24.09 shall also apply.

**ARTICLE 25 - BEREAVEMENT LEAVE**

25.01 A leave of absence with pay up to a maximum of five (5) consecutive days will be granted to an employee who has completed probation to arrange for or attend the funeral of their spouse, child, parent or legal guardian, common law spouse, step child, step parents and same sex partner. Bereavement ends with the day following the day of the funeral.

- 25.02 A leave of absence with pay up to a maximum of three (3) consecutive days, will be granted to an employee who has completed probation to arrange for or attend the funeral of a member of her immediate family. An employee who is unable to attend the funeral of one of the above noted family members will be entitled to one day off with pay.
- 25.03 It is agreed that immediate family shall mean: brother, sister, mother-in-law, father-in-law, grand-parent, sister-in-law, brother-in-law, grand-children, daughter-in-law or son-in-law, and spouse's grandparents.
- 25.04 Where it is necessary because of distance, the employee may be provided with additional unpaid leave.
- 25.05 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- 25.06 Pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- 25.07 In the event of a spring internment an employee may save one of the days identified in 25.01 or 25.02 for the burial.
- 25.08 A leave of absence with pay to a maximum of one (1) day will be granted to an employee to attend the funeral of the employee's aunt or uncle, niece or nephew.
- 25.09 Bereavement pay shall be in accordance with the Home's current practice. Leave begins with the date of death.

## **ARTICLE 26 - WAGES**

- 26.01 The Home agrees to pay and the Union agrees to accept for the term of this agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this agreement.
- 26.02 Payment of Wages
- The Home agrees that all employees shall be paid bi-weekly by cheque by 12:00 pm on Thursday.  
All employees hired after the date of September 22, 2011 shall be on direct deposit for their pay.



Errors made by the Home of \$75 gross or more will be corrected in two (2) business days, from the day the Home is notified, for employees with direct deposit, or by mutual agreement between the Employee and the Home. Errors of less than \$75, made by the employee on their sign-in sheet, or who do not have direct deposit, will be made on the next pay.

Overpayments will be corrected by the employee within one (1) business day following notification by the Home or on the next pay(s).

Retroactivity payments will be paid for all hours worked from January 1, 2008 to all employees on a separate cheque within sixty (60) days of settlement for all present employees. Any employees who have been hired since that time shall be entitled to the increase from the date of employment. The Employer shall contact in writing, by registered mail, at their last known address any employee who had completed their probationary period, who is owed a minimum of \$25.00 and who have since left its employ, to advise them of their entitlement to any retroactivity adjustments with the proviso that they respond to the Employer in writing within twenty (20) days of the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive payments to such employees. A copy of the Employer's letter shall be forwarded to the local Union, along with a list of the employees to whom the letter was sent.

## 26.03

### Responsibility Pay

- a) Responsibility Pay - A registered staff who is designated in writing by the Administrator to relieve the Director of Care shall be paid \$1.00 per hour in addition to her regular straight time hourly rate of pay for all hours worked from the first day of the assignment.
- b) A Registered Nurse who is required to remain available for duty on standby/on-call outside her regularly scheduled working hours shall receive the amount of two dollars and fifty cents (\$2.50) per hour for the period of standby/on call scheduled by the Employer. Where standby/on-call duties fall on the weekend or paid holiday, the employee shall receive standby/on-call pay in the amount of three dollars and fifty cents (\$3.50) per hour.
- c) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities for the absent RN 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.

This change shall become effective the first full pay following ratification. Registered Staff, for every one (1) year of recent and related work experience prior to being employed by Caressant Care Nursing and Retirement Homes, shall advance one step on the wage grid. It is the responsibility of the Registered Nurse/Registered Practical Nurse to provide proof of recent and related

experience. The change in rate of pay shall take effect the first full pay after proof is provided. Proof is to be provided on letterhead.

Note: For current employees the change will be effective the first full pay following ratification.

### **ARTICLE 27 - WSIB**

An employee who sustains a work-related injury/illness during working hours and is required to leave for treatment of such injury/illness shall receive payment for the remainder of the shift at her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift .

- 27.01 Where an employee is absent due to illness or injury, which is compensable by WSIB, the following shall apply:
- a) The Employer shall continue to pay premiums for benefit plans for employees who are on WSIB. It is understood that the obligation to the Employer to pay the aforesaid benefits while on WSIB shall continue only so long as the employment relationship continues or a maximum of twenty four (24) months whichever is the lesser.
  - b) Except as stated in a) above, an employee will not be eligible for paid holidays, sick leave, or any other benefits identified in this agreement.
  - c) Days lost on WSIB shall not be counted against accumulated sick days. Wages will be paid for the day of injury.
  - d) The Home shall provide the employee with a copy of the Form 7 (Employer's report of accident).

### **ARTICLE 28 - HOURS OF WORK**

- 28.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 28.02 The normal work day shall be seven and one-half (7.5) hours and the work week shall be thirty-seven and one-half (37.5) hours, seventy-five (75) hours average over a two (2) week period.
- 28.03 There shall be thirty (30) minutes unpaid meal break.

Registered Staff Only When a meal break is interrupted requiring an employee to attend to a work related problem, the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she shall be paid time and one-half (1 1/2 ) her regular straight time hourly rate for all time worked in excess of her normal daily hours in accordance with Article 28.06.

- 28.04 Employees shall be entitled to one (1) fifteen (15) minute break in each four (4) hours of their shift.
- 28.05
- a) All time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours bi-weekly and any hours if called in by the Employer during the Employees vacation period shall be considered as overtime. This clause shall be interpreted to mean that if an employee works more than 7.5 hours in a row and such hours fall on the evening shift of one day and the midnight shift immediately following the same shift but on the next day that overtime shall still apply.
  - b) Overtime of fifteen (15) minutes or less, for report, need not be paid for.
  - c) All overtime must be authorized by the Administrator or his designate.
  - d) The work day shall be defined as 23:00 hours (11:00 p.m.) of one day to 22:59 hours (10:59 p.m.) of the following day. Overtime will be based on this definition, except as specified in the second sentence of (a) above.
- 28.06 Overtime shall be compensated at the rate of time and one-half (150%) the employee's straight time hourly rate.
- 28.07 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked unless mutually agreed.
- 28.08 There shall be no pyramiding or duplication of benefits or premium rates.
- 28.09 Where an employee is authorized or required to work for a period of at least two (2) hours' duration beyond the normal shift period, he will be given a rest period of fifteen (15) minutes.
- 28.10 If an employee is required to work three (3) or more hours of overtime after their shift, a meal will be provided at no charge to the employee.
- 28.11 Schedules of four (4) weeks duration will be posted **one (1) week** in advance. No changes will be made to the schedule once it is posted, unless by mutual

agreement between the Home and the employee, or due to the return of an employee who has been off work due to illness, WSIB, maternity leave, long term disability, or as a result of a grievance settlement or arbitration award.

Employees who plan to schedule time off during the posting period must submit their request in writing to the Employer two (2) weeks prior to the effective date of the schedule. Notice of approval or rejection of the request will be given to the employee prior to the posting of the schedule.

In the event of an obvious error in the schedule, the posted schedule may be changed after agreement with the Union. Such agreement shall not be unreasonably withheld.

- 28.12 Where possible, the Home will endeavour to schedule employees every other weekend off, but not less than two (2) weekends off in every four (4), unless the employee specifically requests to work more weekends.
- 28.13 Employees shall not be scheduled to work more than seven (7) consecutive days without two (2) consecutive days off
- 28.14 Employees who are required to rotate shifts shall be scheduled a minimum of twenty-four (24) hours off between changes in shift. The parties understand that employees who do exchanges under article 28.15 and/or accept call-ins under article 28.16 are exempt from this clause.
- 28.15 In the event that employees on their own accord and for their own personal convenience wish to exchange working days with other qualified employees in the same department, requests for change in posted work schedules must be submitted in writing and co-signed by the employees willing to exchange shifts. Such changes are subject to the approval of the supervisor and approval will not be unreasonably withheld. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by an employee under the terms of this Agreement.

The ultimate responsibility for the shift belongs to the employee who initially requested shift change.

If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.

Both employees are committed to work the agreed to shifts and a further exchange in respect of the agreed to shifts will not be allowed.

28.16 **Call-in:**

The parties agree that for the term of this collective agreement, employees who are scheduled for less than 75 hours bi-weekly and wish to work additional shifts on a call-in basis may do so by identifying on a call-in list their availability.

Call-ins will be allocated to employees identified above and shall be distributed equitably on a rotating basis, starting with the most senior person available and willing to do the work.

For the purposes of equitable distribution, time offered and declined shall be counted in the distribution.

An employee who has requested a shift exchange will not be eligible to be called in for the shift that was exchanged.

28.17 When additional shifts become available prior to the completion of the schedule and before its posting, these shifts will be offered to these employees with seven (7) shifts or less in a pay period according to seniority on a rotational basis. Senior employees will normally be scheduled more shifts than junior employees unless the senior employees refuse the additional shifts.

Should additional shifts be left as a result of the above process, they would be offered to those employees scheduled 8 or 9 shifts in the pay period.

The Home will not be obligated to offer additional shifts to employees who would be in a premium situation (i.e. overtime).

The Home will not be in violation of Article 28.11 (weekends off) should employees accept additional shifts.

28.18 The Employer will pay each employee's regular rate of pay as set out in Schedule "A" as applicable, for the actual hours worked by such employee on the night when Daylight Savings Time and Eastern Standard Time are implemented. For greater clarification, an employee working the changeover to Daylight Savings Time in the spring of any year shall receive six and one-half (6 ½) hours wages and the employee working the changeover to Eastern Standard Time in the fall of any given year shall receive eight and one-half ((8 ½) hours wages, all at her straight time hourly rate.

28.19 Registered Staff - Twelve (12) hour shifts

The parties agree that should the need to arise due to the lack of Registered Staff, all Articles referring to seven and one half (7 1/2) hour shifts will not apply in regards to scheduling and overtime.

The following may be implemented with two (2) weeks notice or less upon the agreement of the parties:

- 1) Registered Staff (RNs and/or RPNs) may be scheduled for twelve (12) hour shifts (eleven point five paid hours).
- 2) Registered Staff will be scheduled not more than three (3) in a row unless agreed by the employee concerned.
- 3) Either party may provide two (2) weeks notice when staffing levels allow for the return to seven and one half (7 1/2) paid hours per shift.
- 4) For the purposes of applying, in whole or in part, Articles 18 (Sick Leave), 19 (Payment for Injured Employees), 20 ( Jury and Witness Duty), 23 (Vacation Pay), and/or 25 (Bereavement Leave), the parties recognise that the term *day* shall be understood to be 11.5 (eleven point five) hours.
- 5) With respect to the amendment of Article 22 (Stat Holidays), it is understood that both the *regular day* and *floater* shall be recognized as eleven point five (11.5) hours.
- 6) With respect to the amendment of Article 28 (Hours of Work), it is understood that the *regular day* shall be defined as eleven point five (11.5) hours. Any time worked in excess of the regular work day shall be paid at the rate of time and one half the appropriate hourly wage (including shift bonuses, if applicable). The regular work week shall be thirty four point five (34.5) hours, as averaged over the two week pay period. Any hours worked in excess of eighty point five (80.5) shall be paid at the rate of time and one half (including shift bonuses, if applicable).
- 7) Subject to operational requirement, any person required to work on December 24, 25 or 26 shall not be required to work on December 31, and/or January 1<sup>st</sup>. It is understood that staff may arrange for shift exchanges in order to accommodate holiday shift preferences.

**ARTICLE 29 - GENERAL**29.01        Humanity Fund

The Home agrees to deduct on a weekly basis the sum of one (1) cent per hour from the wage of all employees in the bargaining unit for all hours worked, and prior to the fifteenth (15th) of the month following, shall pay the amount so deducted to the Humanity Fund and shall forward such payment to the United Steelworkers of America, National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and shall advise in writing both the Humanity fund at the aforesaid address, and the local union, that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Home and the Local Union of that employee's written statement of his desire to discontinue such deduction from his pay, which may be received during the four (4) weeks following ratification of the agreement or at any time thereafter.

29.02        Any mutually agreed changes to this collective agreement before being effective must be signed by a representative of the International Union and then shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

29.03        Therefore, except as provided otherwise in this agreement, no employee shall be permitted to make a written or verbal agreement with the Home which conflicts with the terms of this collective agreement.

29.04        The Home shall have printed appropriate number of collective agreements in booklet form for all employees and agree to bill the Union for 50% of the cost.

29.05        The Home agrees that all new employees as part of their orientation period, will be introduced to the Unit Chairperson, and a copy of the collective agreement will be given to the new employee at this time. The Unit Chairperson will be allotted fifteen (15) minutes to explain and answer any questions the employee may have about the Union and/or the collective agreement.

29.06        All Registered Staff (RN's and RPN's) will provide proof of renewal of their provincial license by the end of February of each year. Barring unforeseen circumstances, the Home will not be obligated to schedule, past mid-March, any registered staff who has not provided proof of license renewal. Employees will be informed of this requirement each December.

29.07      Uniform Allowance

The Employer will pay to each employee who is required to wear a uniform the sum of \$0.07 per hour for each hour worked.

29.08      The registered nurses may refuse to assume the duties, in whole or in part, of the Director of Nursing.

**ARTICLE 30 - INSURANCE, WELFARE BENEFITS**

All benefit changes occur the first of the month following ratification unless stated otherwise.

30.01      Upon completion of probation employees shall be entitled to participate in the benefit programs offered by the Home.

- a)      The Home agrees to provide a life insurance policy in the amount of \$30,000 which shall be paid 100% by the Employer.
- b)      The Home will implement a, major medical \$10/ \$ 20 deductible insurance plan and the employer will pay 100% of the premium cost.
- c)      The Home agrees to provide a Vision Care plan, whereby an employee or his spouse or child would be reimbursed up to a maximum of \$200.00 per prescription for eyeglasses or contact lenses every two (2) years, to include one (1) eye examination every two (2) years.
- d)      Dental - effective the first of the month following ratification for those employees who sign up or in accordance with 30.02 (e) below.

Applicable to full-time employees and to part-time employees (on a pro rata basis):

The Home agrees to contribute ninety (90%) percent of the billed premium, which will provide eligible employees with the following dental plan.

- 80% basic coverage
- diagnostic, preventative and maintenance
- annual maximum: \$1,500 (1 year lag ODA)

It is understood that the Plan so chosen shall contain standards limits and exclusions common to such plans.



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

Life Insurance - reduced by 50%  
 Extended Health  
 Vision Care  
 Dental  
 Hearing  
 Prorata Formula  
 First two weeks of short term sick leave

In the event, once an employee reaches age 70 and continues to be employed she shall automatically receive \$0.20 in lieu, plus the sick leave accrual application to part time employees.

30.02 pro-rata

- a) For each employee who works less than seventy-five (75) hours in a two week period, accrual and payment of all benefits including shared cost arrangements shall be on a pro rata basis.
- b) Each employee may use his/her entitlement to purchase any or all of the lump sum benefits i.e. extended health, life insurance, etc. Employees shall make their selection of the benefits once during the contract term.
- c) The pro rata percentage shall be determined by calculating the hours paid in the six-month period prior to April 1 and October 1 of each year and adjusted accordingly. The pro ration formula is as follows:

Scheduled bi-weekly hours	% of entitlement of the Employer paid premium
45.5- 75 hours	100%
22.5- 45 hours	50%
less than 22.5 hours	25%

- d) The pro rata formula for new hires will be based on the hours worked during the probationary period.
- e) Every six (6) months The employee's entitlement will be reviewed and adjusted accordingly.

- f) The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefit is not decreased. The Employer will provide the Union with thirty (30) days notice of any change in carrier(s).
- g) As soon as new booklets are available, the Employer will provide to each employee covered, a copy of the current information booklet(s) for the benefits provided under this article.

30.03 Shift Premium

A shift premium of \$0.28 per applicable hour will be implemented for those employees who work rotating shifts. Shift premium will be paid only for shifts where the majority of hours worked are between 4:00PM of one day and 6:00AM of the next day. Shift premium does not apply to students.

30.04 The Employer agrees to pay a week-end premium in the amount of \$0.15 cents per hour for all hours worked by an employee between 23:00 hours Friday evening and 23:00 hours Sunday evening.

30.05 Pension Plan

Employees (except students) who have completed 2 years of service or 975 hours of service whichever comes first may elect to participate in the District 6 Savings Plan.

The Employer shall contribute four (4%) of the participating employee's applicable wages.

The intent is that the employees and the Employer make equal contributions to the Plan.

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

1. the straight time component of hours worked on a holiday;
2. holiday pay, for the hours not worked; and
3. vacation pay

This changes shall become effective that first full pay period following the issuance of this award.

30.06 **Influenza vaccine**

The employer may request all employees voluntarily submit to annual vaccinations for influenza. Such vaccinations shall be provided at no cost to the employee and offered during the regularly scheduled working hours of the employees.

The parties shall jointly encourage all employees to participate and distribute any educational materials made available.

The employer agrees that if any employee gets sick as a result of the vaccination she may apply for WSIB

Employees who are unable to accept the vaccination or comparable treatment, by reason which is documented by a medical practitioner, or by reasons of religious accommodation, or who do not wish to take either treatment, will not be scheduled nor assigned to work during a declared outbreak by the Ministry of Health/Public Health.

The Parties agree that employees who do not wish to accept the vaccination or comparable treatment, shall during an outbreak declared by the Ministry of Health/Public Health, be granted time off without pay and shall not receive any further disciplinary measures associated with their choice of non-participation. If an employee is placed on such unpaid leave, she may use vacation pay credits or sick credits, if available, in order to reduce her lost wages.

**ARTICLE 31 TERMINATION**

31.01 This agreement shall become effective on the first day of January 2011 and shall continue in effect up to and including December 31, 2013.

31.02 All letters of understanding are part and parcel of this agreement and are subject to the grievance and arbitration procedure.

Dated this / day of *March* 2012

For the Union

\_\_\_\_\_

*D. [Signature]* 24 Feb 12

For the Employer

*[Signature]*

\_\_\_\_\_

SCHEDULE "A" -  
NURSING HOME

Classification	Step	Jan1/11	Jan1/12	Jan1/13
R.P.N.	Start	\$ 22.24	\$ 22.68	\$ 23.13
	Prob	\$ 22.75	\$ 23.21	\$ 23.65
	1			
	Year	\$ 23.18	\$ 23.64	\$ 24.11
	2			
	Years	\$ 23.82	\$ 24.30	\$ 24.79
	3			
	Years	\$ 24.37	\$ 24.86	\$ 25.36
Nurse Aide	Start	\$ 17.60	\$ 17.95	\$ 18.31
	Prob	\$ 18.14	\$ 18.50	\$ 18.87
	1			
	Year	\$ 18.60	\$ 18.97	\$ 19.35
	2			
	Years	\$ 19.15	\$ 19.53	\$ 19.92
	3			
	Years	\$ 19.67	\$ 20.06	\$ 20.46
Activity Aide	Start	\$ 17.60	\$ 17.95	\$ 18.31
	Prob	\$ 18.14	\$ 18.50	\$ 18.87
	1			
	Year	\$ 18.60	\$ 18.97	\$ 19.35
	2			
	Years	\$ 19.15	\$ 19.53	\$ 19.92
	3			
	Years	\$ 19.67	\$ 20.06	\$ 20.46
Nurse Clerk	Start	\$ 17.60	\$ 17.95	\$ 18.31
	Prob	\$ 18.14	\$ 18.50	\$ 18.87
	1			
	Year	\$ 18.60	\$ 18.97	\$ 19.35
	2			
	Years	\$ 19.15	\$ 19.53	\$ 19.92
	3			
	Years	\$ 19.67	\$ 20.06	\$ 20.46
H.C.A./P.S.W.	Start	\$ 17.77	\$ 18.13	\$ 18.49
	Prob	\$ 18.32	\$ 18.69	\$ 19.06
	1			
	Year	\$ 18.77	\$ 19.15	\$ 19.53
	2			
	Years	\$ 19.32	\$ 19.71	\$ 20.10
	3			
	Years	\$ 19.84	\$ 20.24	\$ 20.64

Hsk/Diet Laun	Start	\$ 16.95	\$ 17.29	\$ 17.64
	Prob	\$ 17.49	\$ 17.84	\$ 18.20
	1 Years	\$ 18.04	\$ 18.40	\$ 18.77
	2 Years	\$ 18.56	\$ 18.93	\$ 19.31
	3 Years	\$ 19.14	\$ 19.52	\$ 19.91
	Cook	Start	\$ 17.29	\$ 17.64
	Prob	\$ 17.82	\$ 18.18	\$ 18.54
	1 Year	\$ 18.39	\$ 18.76	\$ 19.14
	2 Years	\$ 18.92	\$ 19.30	\$ 19.69
	3 Years	\$ 19.45	\$ 19.84	\$ 20.24
Students	Start	\$ 13.38	\$ 13.65	\$ 13.92
	Prob	\$ 13.71	\$ 13.98	\$ 14.26
	1 Year	\$ 14.07	\$ 14.35	\$ 14.64
	2 Years	\$ 14.37	\$ 14.66	\$ 14.95
	3 Years	\$ 14.70	\$ 14.99	\$ 15.29

	Step	Jan.1/11	Jul.1/13*
R.N*.	Start	\$26.77	27.51
	1 Year	\$27.92	28.67
	2 Years	\$28.84	29.63
	3 Years	\$30.37	31.21
	4 Years	\$31.60	32.47
	5 Years	\$33.12	34.03
	6 Years	\$34.58	35.53
	7 Years	\$37.50	38.53
	8 Years	\$40.54	41.65

\* Registered nurses will receive the same wage increases on the same dates as provided for in the Master Agreement between the Ontario Nurses Association and Participating Nursing Homes. The parties will append a document to this collective agreement specifying the dates and amounts of the lump sum payments as per as per the arbitration award between the above noted parties.

\* The cook hours shall be deemed to be the 7.50 hours shift starting on or before 7:00 a.m. and ending on or before 3:00 p.m.

ALL RATES INCLUDE \$1.50 PAY EQUITY.

**Addendum to Schedule "A" - Lump Sum Payments for Registered Nurses**

A cents per hour lump sum is payable to all Registered Nurses as per the following table. The payment is not to be taken into account for the calculation of any other entitlement under the terms of the collective agreement (including but not limited to pension, percentage in lieu, vacation, SUB, etc.) The payment is subject to statutory deductions and is to be paid on a separate cheque/deposit.

The premium portion of overtime/premium pay hours does not count in the calculation of paid hours. One hour of premium pay is equal to one hour paid for the purposes of this calculation. Nurses on pregnancy and/or parental leave and or disability will be credited for hours worked in an amount equal to their accumulation of seniority during such leaves.

**Step on Grid at Dec.1, 2011**

Start	\$0.27	per paid hour for period June 1, 2011 to Nov. 30, 2011.
1 year	\$0.28	(Payable after Dec. 1, 2011. Payments in process as of the signing of this
2 year	\$0.29	collective agreement)
3 year	\$0.30	
4 year	\$0.32	
5 year	\$0.33	
6 year	\$0.35	
7 year	\$0.46	
8 year	\$0.57	

**Step on Grid at Dec. 1,2012**

Start	\$0.27	per paid hour for period Dec. 1, 2011 to Nov. 30, 2012
1 year	\$0.28	(Payable in December, 2012)
2 year	\$0.29	
3 year	\$0.30	
4 year	\$0.32	
5 year	\$0.33	
6 year	\$0.35	
7 year	\$0.46	
8 year	\$0.57	

**Step on Grid at June 1, 2013**

Start	\$0.27	per paid hour for period Dec. 1,2012 — May31, 2013
1 year	\$0.28	(Payable in June, 2013)
2 year	\$0.29	
3 year	\$0.30	
4 year	\$0.32	
5 year	\$0.33	
6 year	\$0.35	
7 year	\$0.46	
8 year	\$0.57	