

# **COLLECTIVE AGREEMENT**

BETWEEN

**DUKESUE INC. (FORMERLY SENIOR  
CARE LIVING CENTRES LTD.) O/A  
LIVINGSTONE MANOR RETIREMENT  
RESIDENCE**

AND

**HEALTH CARE AND SERVICE  
WORKERS UNION LOCAL 304**

AFFILIATED WITH THE

**CHRISTIAN LABOUR ASSOCIATION OF CANADA**

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Period: January 1, 2011 – February 28, 2012

## INDEX

<u>Title</u>	<u>Article No.</u>	<u>Page No.</u>
Absence from Work and Sick Days.....	14	28
Aprons and Uniforms .....	16	33
Arbitration .....	19	37
Bulletin Boards .....	17	34
Classification and Wages.....	Schedule A	42
Discharge, Suspension and Warning.....	20	40
Duration.....	21	40
Grievance Procedure .....	18	34
Step 1 .....		36
Step 2.....		36
Hours of Work, Overtime, Work Schedules ..	8	12
Overtime Pay .....		13
Insurance Plans .....	13	26
In Lieu of Benefits .....		27
Job Classifications and Rates of Pay.....	7	10
Job Posting & Vacancies .....	9	17
Leaves of Absence.....	15	30
For Personal Reasons .....		30
For Educational Sessions .....		31
For Bereavement Leave.....		32
For Jury Duty.....		33
Letter of Agreement .....	1 - 2	43 - 44
Paid Holidays .....	11	21
Probationary Period .....	6	9
Purpose.....	1	1
Recognition .....	2	2
Management Rights .....		3
Seniority and Layoffs.....	12	23
Retirement.....		25
Layoff and Recalls.....		25
Strikes or Lockouts.....	4	8
Union Membership and Checkoff.....	5	8

Union Representation .....3 ..... 4  
    Labour Management Committee..... 5  
Vacation and Vacation Pay ..... 10 ..... 19

# **COLLECTIVE AGREEMENT**

Between:

**DUKESUE INC. (FORMERLY SENIOR CARE LIVING CENTRES LTD.) O/A LIVINGSTONE MANOR RETIREMENT RESIDENCE**  
hereinafter referred to as “the Employer”

**and**

**HEALTHCARE SERVICE AND WORKERS LOCAL 304**  
affiliated with the  
**CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as “the Union”

**Period: January 1, 2011 to February 28, 2012**

## **ARTICLE 1 – PURPOSE**

- 1.01 It is the intent and purpose of the parties to this collective agreement, through the full and fair administration of all of the terms and provisions contained herein, to develop and maintain a relationship between the Union, the Employer and the employees which is conducive to their mutual well-being.
- 1.02 The employees will endeavour to work together with the Employer to assure the best possible health care, dignity, security and social well-being for the residents of the facility.

- 1.03 It is the desire of both parties to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent for and this collective agreement shall apply to all employees of Livingstone Manor Retirement Residence in the Town of Listowel save and except registered and graduate nurses, maintenance personnel, administrator, persons above the rank of administrator, manager and office and clerical staff.
- 2.02
- a) The term "full-time employee," a term used in reference to persons covered by this agreement, shall mean an employee who is regularly scheduled to work more than forty-eight (48) hours in a bi-weekly pay period, exclusive of overtime or call-in.
  - b) The term "part-time employee," when used in reference to persons covered by this agreement, shall mean an employee who is regularly scheduled to work forty-eight (48) hours or less in a bi-weekly pay period, exclusive of overtime or call-in.

2.03 Employees shall cooperate with nurses and all supervisory personnel in performing work reasonably required of them.

2.04 The Employer shall not subcontract work if that would result in the bargaining unit personnel to be laid off or to work fewer hours than they would normally work.

2.05 **Management Rights**

It is the exclusive right of the Employer to manage, control, develop and operate its facility covered under this agreement in every respect subject only to the specific limitations set out in this collective agreement.

2.06 Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of management:

- a) to generally manage, plan, direct and control the operation of the facility;
- b) to determine the amount of supervision, to establish the standards of performance of all employees, to combine or split departments, to determine the number of employees, and to set and change the schedules;
- c) to maintain order, discipline and efficiency, and to make and enforce reasonable rules to be observed by its employees, provided that they are not inconsistent with the provisions of this agreement; and

- d) to select, hire, classify, transfer, promote, demote, assign, retire, lay off, recall, direct, suspend and discharge, or otherwise discipline employees for just cause.

2.07 Management shall exercise its rights in a manner that is consistent with the terms and conditions of this collective agreement.

### **ARTICLE 3 – UNION REPRESENTATION**

3.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a) The Union has the right to appoint a maximum of two stewards. The stewards are representatives of the employees in certain matters, including the processing of grievances. When dealing with grievances the Union shall be limited to one steward in the processing of such grievances.
- b) CLAC representatives are also representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement, and of enforcing bargaining rights and any other rights of the employees under this collective agreement or under the law of Ontario.



3.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

3.03 A steward shall be granted time off, without loss of wages, to assist an employee in the presentation of a grievance when the grievance must reasonably be dealt with during working hours. Before leaving her work area, the steward shall request permission from the supervisor or the administrator. Such permission shall not be unreasonably withheld.

3.04 A steward shall be given ten minutes off, without loss of wages, to greet a new employee in her department and to discuss Union membership with such an employee.

3.05 **Labour-Management Committee**

a) The Employer and the Union agree to establish an active labour-management committee. The committee shall consist of one bargaining unit employee and the home's administrator. A CLAC representative may attend such meetings as required. The committee shall keep minutes of its meetings. A copy of the minutes shall be posted in the Home and a copy shall be sent to the Union and to the Employer.

b) The committee shall meet at least once every three months, on advance written request of either party, with a proposed agenda of matters for discussion. Meetings will be scheduled at mutually agreed upon times, and the employee

serving on the committee shall be paid her regular rate of pay (up to one hour) if meetings are held during her regularly scheduled working time.

- c) The committee shall discuss matters of mutual concern and may make recommendations to the Employer and/or the Union.

The Employer undertakes to inform the committee and the CLAC representative of all planned significant changes in work methods, supervision, numbers of personnel employed, layoffs, staff orientation program and the like and to give full consideration to any representations made by the committee, prior to implementing such changes.

- d) The committee is not empowered to alter or amend any of the terms of this collective agreement or to deal with matters that are currently a subject of the grievance procedure.
- e) The parties commit themselves to these procedures in recognition of their joint responsibility and mutual desire to give the best possible care to the residents entrusted to them. The parties declare that in all instances and circumstances they commit themselves to the best of their ability to the happiness, security and physical and emotional well-being of the residents.
- f) After having been dealt with by the committee, any unresolved issue may be forwarded by either labour or management to the Employer's head

office. The Employer's representative will convene a meeting with the committee, to discuss the matter. Such a meeting shall take place within sixty days of being referred to the Employer.

- 3.06 The Union may appoint two (2) members to a negotiating committee. These employees shall be paid by the Employer at their regular hourly rate for all scheduled working hours spent negotiating a collective agreement with the Employer up to and including conciliation to a maximum of six (6) days in total for employees serving on the negotiating committee.
- 3.07
- a) Employees may meet once every second month, without pay, on the Employer's premises (if possible) for the discussion of Union affairs, in a room provided by the Employer for such a purpose. The Union shall arrange for a mutually satisfactory date with the administrator or her designate one week in advance of the meeting.
  - b) Such bi-monthly meetings may be attended by representatives of the Union.
  - c) Such meetings shall take place at the end of the day shift and the Employer shall endeavour to make arrangements to permit employees who would otherwise be on duty to attend such meetings for up to one-half hour without loss of wages.

**ARTICLE 4 – NO STRIKES OR LOCKOUTS**

- 4.01 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 and while negotiations (including arbitration) for a further agreement are taking place.
- 4.02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined in the present *Ontario Labour Relations Act*.

**ARTICLE 5 – UNION MEMBERSHIP AND CHECKOFF**

- 5.01 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.
- 5.02 The Union agrees that it shall make membership in the Union available to all employees covered by this agreement.
- 5.03 Union dues will be deducted and remitted for all employees, including probationary employees. Dues are to be remitted to the Union on or before the 15<sup>th</sup> of each month. Late remittances shall be subject to interest charges being levied on the Employer on all outstanding monies owed. Dues shall be levied at the following rate:

- a) Full-time: one (1) time hourly wage rate per pay period (2 weeks)
- b) Part-time: three-quarters (3/4) times the hourly wage rate per pay period

5.04 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines, may apply to the Union in writing.

5.05 The Union shall indemnify and save the Employer harmless with respect to all amounts so deducted and remitted.

## ARTICLE 6 – PROBATIONARY PERIOD

6.01 New employees shall serve a probationary period of three hundred seventy-five (375) hours worked. The purpose of a probationary period is meant to determine the employee's suitability to the work provided. During the probationary period, the Employer shall meet with the probationary employee to review her performance, including any areas that require improvement. If the review is unfavourable, the Union shall receive a copy of the evaluation.

Upon completion of the probationary period, an employee's seniority shall date back to the date of hire.

- 6.02 On or before the expiry date of the probationary period, the Employer will confirm to the employee the decision to:
- a) confirm, in writing, her appointment as having completed her probation, or
  - b) terminate the employee at its discretion.

## ARTICLE 7 – JOB CLASSIFICATIONS AND RATES OF PAY

- 7.01 Employees shall be classified and paid in accordance with Schedule A of this agreement.
- 7.02 If a new job is created within the scope of the bargaining unit, the Employer and the Union shall meet to discuss the appropriate wage rates before anyone is employed.
- 7.03
- a) Wages shall be paid bi-weekly via automatic bank deposits, or by pay cheque. Deposits shall be made on applicable Thursdays where possible, and payroll statements shall be available on the same date.
  - b) If an employee informs the Employer of an error on her paycheque within twenty-four hours of receipt, and if the error is in excess of twenty dollars, the Employer shall correct the error by no later than seven working days.

- 7.04 If an employee who is scheduled to work is not notified one hour or more prior to the scheduled shift that she is not needed, and she subsequently reports for work and there is no work available, she shall be guaranteed a minimum of four hours wages provided she remains on premises and performs any duties assigned by the supervisor. In such circumstances, if an employee is called one hour or more before she is scheduled to report for work and is informed that she is not to report for work, then the provisions of this article shall not apply.
- 7.05 When an employee is called in to work within one-half hour of the starting time of the shift, and the employee commences work within one hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- 7.06 When an employee is called back after the completion of her regular shift, she shall receive a minimum of four hours pay at the appropriate rate provided she remains on premises and performs any duties assigned by the supervisor.
- 7.07 All staff members shall be paid at their straight time hourly rate for attending staff meetings or in-service training meetings where their attendance is required by the Employer. The Employer will endeavour to hold meetings at times convenient to the employees involved.

Staff and/or in-service meeting dates shall be posted at least seven days in advance. Attendance will be mandatory for all staff except those on approved leaves of absence.

7.08 When an employee is called in to work outside of her regular shift hours and Articles 7.04 or 7.06 do not apply, she shall be paid a minimum of three (3) hours pay at the appropriate rate.

7.09 Employees who become ill and need to leave the workplace after having worked for four (4) hours will have the option of being paid at her regular rate for the remaining hours of her shift to be paid from her sick leave bank. The employee will state her option whether or not she wishes to access the bank at the time of illness.

ARTICLE 8 – HOURS OF WORK,  
OVERTIME, WORK SCHEDULES

8.01 It is agreed that the normal shifts shall be as follows:

- a) The first shift of the day shall commence at 10:30 p.m. and finish at 6:30 a.m.
- b) The second shift of the day shall commence at 6:30 a.m. and finish at 2:30 p.m.
- c) The third shift of the day shall commence at 2:30 p.m. and finish at 10:30 p.m.



- d) The above definitions are for scheduling and will not affect the current payroll period.

The parties recognize that there are existing shifts, including short shifts, that vary from the times set out above and that there may be a requirement to change shifts or establish alternative shifts in the future.

Changes, if required, will be based on the need to provide efficient, quality care for residents. Changes will not be implemented without concern for and without consultation with the employees involved and the Union.

The parties agree that a twelve (12) hour shift for RPN's may be established as mutually agreed.

## 8.02 **Overtime Pay**

Overtime pay is defined as one and one-half times the straight time hourly rate and shall be paid under the following conditions.

- a) Overtime must be authorized by the supervisor;
- b) All employees shall receive overtime pay for all work performed in excess of eighty-eight (88) hours per pay period:
  - i) in excess of eight, twelve or other agreed upon shift length in excess of eight hours;
  - ii) in excess of eighty-eight (88) hours per pay period;

- iii) in excess of eight scheduled consecutive days; and
  - iv) within the specified break period defined in Article 8.08;
- c) There shall be no pyramiding of overtime under any provisions of this agreement.

8.03 Employees shall receive a paid lunch break when scheduled to work shifts of more than five (5) hours. There shall also be one (1) fifteen minute break for every five hours worked with pay. The lunch period and breaks shall be at times designated by the Employer. Employees shall be allowed to take their full fifteen minute break uninterrupted, except in cases of emergency.

- 8.04
- a) For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday, and end at 10:59 p.m. on the holiday.
  - b) Those employees working the 11:00 p.m. to 7:00 a.m. shift when the change from daylight savings to standard time, or vice versa, occurs, shall be paid for the regular shift of eight hours.

Times may vary to reflect any possible changes to shift starting and ending times.

8.05 Work schedules covering a four week period will be posted at least one week in advance. No changes shall be made in the schedule of the employees once the schedule has been posted unless the Employer and the

employee(s) concerned agree. Employee requests for a specific day off must be submitted to the administrator two weeks in advance of posting.

- 8.06 The Employer shall arrange shifts so that each employee shall have three free weekends off out of every six weekends unless weekend work is at the request of the employee. For the purpose of this article, a weekend is considered to be a Saturday and Sunday, unless otherwise mutually agreed. The Employer shall endeavour to give employees every second weekend off whenever possible.
- 8.07 Employees may exchange working days upon written request and approval of the administrator. Approval will not be unreasonably withheld. Furthermore, no employee shall, as a result of such an exchange, work more than seven consecutive days. If there are scheduling difficulties, the Employer and the Union shall meet to arrive at a mutually satisfactory solution. Such requests will be presented on an approved form.
- 8.08 An employee shall not work more than two different shifts in any one week, but shall have a break of at least twelve hours between shifts, unless otherwise mutually agreed.
- 8.09 During orientation, new employees shall be scheduled as "extras" in addition to the regular number of staff members.

8.10 The Employer shall maintain a list of employees who wish to be available for casual call-in. That call-in list shall operate as follows:

- a) Employees on the call-in list shall be called in order of seniority on a rotational basis until the staff shortage is filled.
- b) Each employee on the call-in list will indicate their day and shift preferences. The Employer will conduct call-ins according to those preferences.
- c) Each call will be indicated on the call-in sheet as "worked", "no answer" or "refused".
- d) Succeeding call-ins will commence with the person listed below the last person to accept a call-in and so on, on a rotational basis.
- e) "No answer" and "refused" shall be counted as "worked" for the purpose of the call-in rotation.
- f) The Employer shall bypass an employee on the list who would be eligible for overtime pay if called in until such time as all available employees are eligible for overtime pay.
- g) Employees' first commitment is to their regularly scheduled shifts.
- h) Should there be an indication that the replacement required is needed for two (2) or more days but less than four (4) weeks the shifts will be

scheduled by distributing them as evenly possible between the available employees in accordance with scheduling provisions in the collective agreement. Employees will be asked their availability before being so scheduled.

- i) It is agreed that call-ins may proceed, if necessary, following departmental seniority.

8.11 The posted schedule will not be changed during the affected work period without consultation with the employees and the steward(s) involved. Changes, if required, will only be based on the need to provide efficient quality care for the residents.

## ARTICLE 9 – JOB POSTING & VACANCIES

9.01 The Employer will post all permanent job vacancies and any temporary vacancies that are expected to be for a period of four weeks or longer. The vacancy will be posted for seven (7) days. The Employer will notify any employee not scheduled in those seven (7) days of the posting. Applicants must apply in writing within this time period. The posting will include:

- a) Classification
- b) Department
- c) Starting date of the position
- d) Qualifications required

- e) Anticipated duration of a temporary position
- f) Shift to be worked and the approximate number of shifts per pay period.

9.02 When filling a job vacancy, the Employer will consider:

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

Preference will be given to qualified employees with the most seniority, unless the Employer has justifiable reasons for giving greater consideration to the factors in (a).

9.03 A vacancy created by a posting shall not be subject to more than one further posting arising from the original posting.

- 9.04
- a) Any full-time employee who wishes to transfer to part-time, or any part-time employee who wishes to transfer to a different classification, is required to notify the administrator in writing.
  - b) No employee shall permanently fill a vacant position until that vacancy has been posted and an employee has applied for the position.
  - c) If extra hours are added to the schedule, the Employer will endeavour to offer the additional time to the most senior qualified employees

subject to staffing and scheduling requirements in accordance with Article 9.02.

9.05 Employees who are on vacation or a leave of absence, if not in excess of thirty days, may indicate in advance, in writing, their desire to apply for a posting, if such a posting should occur during their absence. In such a case the Employer shall, at its discretion, fill the vacancy temporarily, pending the selection of a successful candidate.

**ARTICLE 10 – VACATION AND VACATION PAY**

10.01 Vacations shall be granted to employees in accordance with the schedule below.

For the purpose of calculating eligibility, the vacation year shall be the period from July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the following year.

<b>Length of Service with the Employer</b>	<b>Vacation Time off</b>	<b>Pay as a percentage of earnings in the year</b>
Under one (1) yr	1 day of each full mth of service	4%
One (1) yr but less than five (5) yrs	2 weeks	4%
Five (5) yrs but less than nine (9) yrs	3 weeks	6%
Nine (9) years or more	4 weeks	8%

- 10.02 a) A blank vacation schedule shall be posted by March 1 of each year. Vacation time choice(s) must be indicated by May 1. On June 1, the final schedule shall be posted. No changes shall be allowed in the schedule except with the consent of the employees affected, the stewards and the Employer.
- b) The Employer shall schedule vacations in accordance with the seniority of the employees and the staffing requirements of the Home, in consultation with the stewards.

- 10.03 a) The Employer shall include in each pay period the appropriate amount of vacation pay in the gross pay for all employees. The employee's cheques shall show the gross pay, and all regular deductions shall be made from the gross amount.

After all other deductions have been made; the Employer shall deduct the employee's total vacation pay for the pay period.

The vacation pay for all employees will be remitted monthly by the Employer to the Vacation Trust Fund, together with an itemized list of the employees for whom remittances are made and the amount of vacation pay remitted for each.

- b) Remittances to the Vacation Pay Trust Fund shall be made promptly by the fifteenth of the month for



the credited amounts in the previous month, in order to satisfy the legal requirements pertaining to the reimbursement of vacation pay.

- c) Vacation Pay shall be paid in accordance with the rules of the Vacation Pay Trust Fund. Employees shall receive a copy of this information.

10.04 When an employee's employment is terminated for any reason, full payment for vacations earned but not taken will form a portion of such employee's termination pay.

10.05 Vacations earned in any year up to the June 30 cutoff date are to be taken during the subsequent vacation year.

Vacations are not cumulative and must be taken prior to June 30 of the subsequent year.

## **ARTICLE 11 – PAID HOLIDAYS**

11.01 The following days are paid holidays under this agreement for full-time employees at their regular rate of pay:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and one (1) float day.

The float day may be taken, in consultation with the Home, at the employee's discretion with one week's

notice to the Home. Rescheduling of a float day shall not result in overtime pay.

11.02 The following days are paid holidays under this agreement for all part-time employees at their regular rates of pay:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.

11.03 An employee does not qualify for a paid holiday if the employee:

- a) has not completed her probationary period;
- b) is absent for all or part of the normal shift immediately preceding or following the holiday, except where absence is due to illness or injury or the employee is on any approved absence;
- c) having agreed to work on a paid holiday, does not report for work; or
- d) has not worked at least eight shifts in the immediately preceding twenty-eight days.

11.04 If an employee is scheduled to work on a recognized holiday, she shall receive one regular day's pay plus time and one-half her regular rate for all hours worked on such a holiday, or she may be scheduled at the Employer's discretion to receive one day off with pay in lieu thereof to be scheduled by mutual agreement

between the parties within thirty days, plus her regular rate for the hours worked on such a holiday.

- 11.05 An employee who is absent on any of the above named holidays after being scheduled to work forfeits all pay for the day unless such absence is due to illness or injury. The Employer may require such illness or injury to be substantiated by a medical certificate.
- 11.06 In the event that any paid holiday occurs during a full-time employee's vacation period she shall receive an additional day off with pay.
- 11.07 No employee shall receive sick pay and holiday pay for the same day.
- 11.08 Employees may be assigned to work either on Christmas Day or New Year's Day but not on both of these holidays unless the employee wishes to do so. All employees shall be scheduled to work either Christmas Day or New Year's Day alternately on a yearly basis.

## **ARTICLE 12 – SENIORITY AND LAYOFFS**

- 12.01 Seniority is the ranking of employees in accordance with their length of service beginning with the date of their last hiring.
- 12.02 Seniority shall be recognized by the Employer and shall accumulate on the basis of Article 12.01 and be recognized for all purposes under this Agreement

except where specifically indicated otherwise. Progression through the wage grid in Schedule A shall be on the basis of total hours paid which shall include all time not worked and paid for sick days, on an UNUM Disability Accident Plan Claim for a period of twelve (12) months and maternity and parental leave.

12.03 a) A seniority list containing the names of all employees and their respective dates of hire will be posted on the Union bulletin board and will be revised every six (6) months. A separate column on the list containing the names of all employees showing their total hours paid for purposes of wage grid progression as set out in Article 12.02 above, shall be posted on the Union bulletin board and will be revised every six (6) months.

b) The Employer will supply each steward and the Union office with a copy of the seniority list.

12.04 Seniority status, once acquired, shall be lost and the employee shall be deemed terminated for the following reasons:

a) voluntary resignation;

b) discharge for just cause;

c) layoff in excess of twelve months;

d) absence occasioned by illness exceeding eighteen months;

- e) employee failure to notify the Employer of her intention to return to work within five calendar days following a layoff and after being notified by registered mail to do so;
- f) employee failure to return to work on the date arrived at in (e) above without sufficient cause;
- g) absence from work without leave of absence being granted by or a satisfactory explanation being offered for an absence of two working days;
- h) retirement; or
- i) on a UNUM Disability Accident Plan Claim exceeding twenty-four months.

12.05 **Retirement**

Employees who have obtained the age of sixty-five may retire. If they choose to continue their employment, they shall be subject to a semi-annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer, their employment shall be continued until such time as they are unable to meet the full requirements of their position.

12.06 **Layoff and Recalls**

Layoffs and recalls will be implemented according to seniority provided that the employee affected has the

skill and ability to do the job, with probationary employees laid off first, and the recalls in reverse order in which they were laid off.

- 12.07 Employees shall receive notice of layoff as provided for under *The Employment Standards Act, 2000*. Two weeks notice shall be given by the Employer to the employee and the Union of its intention to lay off employees unless an emergency exists.
- 12.08 Any grievance with respect to a layoff shall be taken up under the grievance procedure within five working days after the commencement of the layoff but not later.
- 12.09 Employees who accept a permanent job outside the bargaining unit will have their seniority frozen after a thirty day trial period. These employees may come back after the thirty days if a vacancy exists. If the job is temporary only, the employee may return to her former bargaining unit position with full credit for time spent outside the unit.

### **ARTICLE 13 – INSURANCE PLANS**

- 13.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following plans for full-time employees (and their families where applicable) who have completed their probationary period.
- a) **Life Insurance Plan:** providing 100% of annual earned income to a maximum of \$25,000.00

- b) **Accidental Death and Dismemberment Insurance:** providing 100% of annual earned income to a maximum of \$25,000.00
- c) **Major Medical:** benefits including a Drug Plan: The amount deductible for health benefits shall be nil, however, it shall be on a co-insurance basis of 80% insurance and 20% employee paid. This plan includes a short term disability benefit providing 66 2/3% of monthly earnings for eligible employees.
- d) **Long-Term Disability Insurance:** - providing 66 2/3% of monthly earnings for eligible employees. See attached Letter of Agreement.
- e) WSIB

13.02 The Employer shall provide liability insurance to protect from claims or actions within the norms of the industry.

13.03 Persons on leave due to WSIB compensable injuries shall remain covered by their workplace benefits in accordance with current legislation.

13.04 An employee injured during working hours shall be paid for the balance of her scheduled shift.

13.05 **In Lieu of Benefits**

All full time employees who are deemed ineligible by the insurer to receive benefit coverage, as well as all part time employees, shall receive in lieu of insurance benefits of seventy cents (\$0.70) in addition to their

regularly hourly rate for each hour worked as compensation for the lack of this benefit.

## **ARTICLE 14 – ABSENCE FROM WORK AND SICK DAYS**

14.01 If an employee is unable to report for work, she shall give the Employer a minimum of four hours notice (except for the day shift which shall be required to give one hour's notice). In case notice is not given in the required time, the employee shall lose her eligibility for the first sick day as outlined in Article 14.03. If an employee recovers from her illness, has given the Employer prior notice of her illness, and can report for work, she shall be allowed to report, provided she informs the Employer at least one hour prior to the time she is scheduled to report.

14.02 In case an employee is off work due to illness or injury for a short term, the employee must inform the Employer four hours in advance of her scheduled shift that she will return to work that day. In case of a long term absence, the employee must inform the Employer twenty four hours in advance of her scheduled shift that she will return to work.

Short term absence in this Article shall mean more than one day and less than eight days.

Long term absence in this Article shall mean more than one week. Every employee shall be required to obtain a doctor's certificate upon return to work for an illness which is in excess of two days. The Employer may



require a doctor's certificate on the first day of illness if the employee involved abuses the sick leave provision outlined herein. This request shall be in writing, substantiating the pattern of abuse.

- 14.03
- a) All employees shall accumulate sick leave credits at the rate of 8 hours per 210 hours worked to a maximum of 128 hours. Sick leave is payable on the first day of sickness.
  - b) Upon returning to work following a sickness, employees shall be credited the balance of their accumulated sick leave for use in subsequent sickness periods.
  - c) Employees entitled to sick pay and off work due to sickness, shall not receive more sick pay during any pay period than the normal number of hours worked during the preceding pay periods.
  - d) A record of unused sick leave will be kept by the Employer and the amount of unused sick leave will be available to an employee upon her request. Such requests shall be made by the steward in writing on behalf of the employee and will be directed to the administrator or her designate. The intent shall be to assist employees in determining problems and not to post a list. The steward will endeavour to keep requests to a minimum.
- 14.04 All sick leave credits are capped at 128 hours. Employees will continue to accumulate credits until they achieve the total amount allowable. Unused hours can

be carried forward into the subsequent year. All unused hours will be paid out at retirement or termination of employment.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.01 For Personal Reasons**

At the discretion of the Employer, an employee may be granted a leave of absence without pay for personal reasons. Except in emergencies, written application for a leave of absence must be made at least two weeks in advance of the leave. When applying, the employee must indicate the date of departure and specify the date of return.

15.02 The Employer will give a written reply to the request within one week after receipt of the request. If the request is denied, the Employer shall state the reason in the reply. The Union shall receive a copy of the reply upon request.

15.03 Employees on leaves of absence who engage in gainful employment are subject to dismissal unless otherwise agreed by the Union and the Employer.

15.04 An employee who overstays her authorized leave shall be considered to have terminated her employment without notice unless she provides an explanation satisfactory to the Employer.

15.05 It is understood no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

15.06 When a leave of absence without pay exceeds four (4) or more consecutive weeks, the Employer will not continue payments toward health and welfare benefits beyond the month in which the employee begins the leave of absence.

15.07 In the case of a leave of absence due to illness or injury, employees with seniority shall be paid for the first paid holiday (as specified in Article 11) falling within a one month period from the commencement of the leave.

15.08 **For Educational Sessions**

- a) Upon request of the Union, each steward shall be entitled to leaves of absence of at least one day per year for the purpose of attending educational seminars sponsored by the Union.
- b) Unpaid leaves of absence may be granted to an employee to attend professional and educational meetings, seminars, courses or other events which may be judged beneficial to the employee's professional development, especially as it relates to his/her responsibilities with the Employer.
- c) Effective December 1, 2010, the Employer shall monthly remit to the Union, together with the remittance of the Union dues, one cent (\$0.01) per

hour worked for each employee in the Union's bargaining unit. The remittance will show the number of hours worked by each employee in the month in question.

15.09 **For Bereavement Leave**

If an employee is bereaved of a spouse, child grandchild she shall be granted a leave of absence of five (5) working days with pay for the purpose of grieving. If the employee is bereaved of a parent, grandparent, brother, sister, immediate in-laws, aunt or uncle, she shall be granted three (3) working days with pay for the purpose of grieving. If the employee is bereaved of a niece, nephew great grandparent, she will be granted leave of one (1) working day with pay for the purpose of attending the services (interment or memorial).

Additional unpaid compassionate leave will be granted upon request.

15.10 If an employee is not able to attend the funeral, the leave of absence shall be for one day with pay only. The Employer may extend this period at its sole discretion.

15.11 The days granted shall be between the date of death and the day after the funeral.

15.12 Bereavement pay shall be paid only for days upon which the employee was scheduled to work.

15.13 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payment for holiday pay or vacation pay. If an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against the accumulated sick leave.

15.14 **For Jury Duty**

The Employer shall reimburse an employee on jury duty at regular rates of pay for each day the employee serves. The employee must provide the Employer with a signed document from the clerk of the court, stating the days in attendance and the amount of payment received from the court. The Employer shall deduct payments received from the court from the employee's wages.

It shall be the employee's responsibility to advise the Employer immediately of the date(s) she is to serve on jury duty.

**ARTICLE 16 – APRONS AND UNIFORMS**

16.01 Kitchen staff shall be provided aprons free of charge by the Employer.

16.02 Upon completion of the probationary period, employees shall be eligible for payment of a uniform allowance in the following amounts:

a) \$110.00/year for full time staff;

- b) \$65.00/year for part time staff.

Uniforms must be worn as per the Home's policy. Half of the uniform allowance will be paid in March, the other half in September.

### **ARTICLE 17 – BULLETIN BOARDS**

- 17.01 The Employer shall provide a bulletin board which shall be placed where the Employer deems appropriate so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and the Union membership. All such notices must be submitted to the facility's administrator for approval prior to posting. Such approval shall not be unreasonably withheld.

### **ARTICLE 18 – GRIEVANCE PROCEDURE**

- 18.01 a) The parties to this agreement recognize the stewards and the CLAC representative specified in Article 3 as the agents through which employees shall process their grievances and receive settlement thereof.
- b) A grievance shall be defined as a difference of opinion as to the interpretation, application, or administration of this agreement.

- c) A "group grievance" is defined as a single grievance, signed by a steward, or a CLAC representative, as well as the employees who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- d) A "policy grievance" is defined as a grievance involving a question relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable and any grievance which an individual could not file. A policy grievance may be submitted by either party to this agreement commencing at Step 1. A policy grievance shall be signed by a steward or a CLAC representative, or in the case of an employer's policy grievance, by an Employer representative.

18.02 Any employee who has a complaint as per 18.01 b) will discuss the same with the administrator within five (5) workdays of the act or condition causing the complaint and may be accompanied by a steward, or a CLAC representative if she so desires. This Administrator will deal with the complaint not later than the fifth workday following the day upon which the complaint is submitted and will verbally notify the grievor and the Union representative (if applicable) of her decision within five (5) workdays following the said meeting. If the reply is not satisfactory to the employee, she may process the complaint as a grievance as defined in 18.01 b) by following the steps set out below.

**Step 1**

The employee, accompanied by a steward or a CLAC representative, may submit a written grievance to her immediate supervisor within five workdays of the decision reached above. This supervisor will deal with the grievance not later than the third workday following the day upon which the grievance is submitted and will notify the grievor and the Union representative of her decision in writing within five workdays following the said meeting.

**Step 2**

If the grievance is not settled under Step 1, a Union representative will, within five workdays of the decision under Step 1, or within five workdays of the day this decision should have been made, submit a written grievance to the Employer's head office. The parties shall meet to discuss the grievance within one week after the grievance has been received. The Employer shall notify the grievor and the Union representative of its decision in writing within five workdays following the said meeting.

- 18.03 The Employer or the Union shall not be required to consider or process single or group grievances which arise out of any action or condition more than five workdays after the subject of such grievance occurred. If the action or condition is of a continuing or a recurring nature, this limitation period shall not begin to run until the action or condition has ceased. At no time may an



employee or group of employees file a grievance on behalf of another employee.

- 18.04 Saturdays, Sundays and the paid holidays designated in this agreement will not be counted in determining the time in which any action is to be taken or completed under the grievance or arbitration procedures.

## **ARTICLE 19 – ARBITRATION**

- 19.01 If the parties fail to settle the grievance at Step 2 of the grievance procedure, the grievance may be referred to arbitration under the following procedure or under Section 49 of *The Labour Relations Act*.
- 19.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within ten days after receiving the decision given at Step 2 of the grievance procedure.
- 19.03 If a notice of desire to arbitrate is served, the party serving the notice shall designate whether it wishes to have the arbitration heard by a board of arbitration or by a sole arbitrator. If the party serving the notice designates a board of arbitration, the two parties shall each nominate an arbitrator within ten days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a chairman. If the party serving the notice designates a sole arbitrator, the two parties shall attempt to select, by agreement, a sole arbitrator. If the two arbitrators are unable to select a

chairman within ten days of their appointment, or if the parties are unable to select a sole arbitrator within ten days of the notice that the party wishes to have the arbitration heard by a sole arbitrator, either party may request the Minister of Labour to appoint an impartial chairman or an impartial arbitrator, as the case may be. Where the arbitration is to be heard by a sole arbitrator, all references hereinafter contained in this Article to a board of arbitration shall apply to the sole arbitrator, making all necessary changes.

- 19.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 19.05 The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairman of the arbitration board governs.
- 19.06 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally or by facsimile or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 19.07 If a party refuses or neglects to answer a grievance at any stage of the grievance procedure, the other party may commence arbitration proceedings, and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 20.03, the party not in default may, upon notice to the party in default, appoint a single arbitrator to hear the grievance and his decision shall be final and binding upon both parties.

- 19.08 It is agreed that the arbitration board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 19 and Article 20 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 19.09 An employee found to be wrongfully discharged or suspended may be reinstated without loss of seniority. The arbitration board may have the jurisdiction, power and authority to decide on the payment of back pay. If it so decides, back pay shall be calculated at the employee's hourly rate, multiplied by her normal or average hours worked, (whichever is applicable), less any monies earned, or by any other arrangement which is just and equitable in the opinion of the arbitration board.
- 19.10 Where the arbitration board is of the opinion that there is proper cause for disciplining an employee but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the arbitration board may substitute a penalty which is, in its opinion, just and equitable.
- 19.11 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expense of the chairman of the arbitration board.

**ARTICLE 20 – DISCHARGE, SUSPENSION AND WARNING**

- 20.01 If the Employer is not satisfied with the attitude or performance of an employee the Employer may issue a warning. If such a warning is a written one, a copy of this warning will be forwarded immediately to the steward and the Union office. A written warning shall be removed from the employee's records one year after it was issued, provided there were no further warnings within twelve months following the issuing of the warning.
- 20.02 An employee may be suspended or discharged for just cause by the Employer. Within five workdays following suspension or discharge, the employee involved, provided she has completed her probationary period, may together with a CLAC representative and the Employer discuss the reason leading to the suspension or discharge. Within five workdays following the interview, the Union may process the complaint via Step 2 of the grievance procedure.
- 20.03 When the Employer does a written evaluation of an employee, the employee involved shall receive a copy of the evaluation reviewed with her, upon request.

**ARTICLE 21 – DURATION**

- 21.01 This agreement shall be effective on January 1, 2011 and shall continue in full force and effect until February 28, 2012 and for further periods of one year unless notice shall be given by either party of the desire to

delete, change or amend any of the provisions contained herein within the period of ninety days prior to the renewal date. Should neither of the parties give such notice this agreement shall renew for a period of one year.

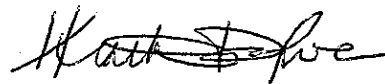
Dated 26<sup>th</sup> / Feb / 2011

For the Employer



For the Union







**SCHEDULE A**

<b>January 1, 2011</b>				
	<b>Start</b>	<b>375 hrs After Prob.</b>	<b>1800 hrs 1 year</b>	<b>3600 hrs 2 years</b>
RPN	\$15.87	\$16.40	\$16.87	\$17.32
GA	\$14.51	\$14.85	\$15.15	\$15.41
Cook	\$14.54	\$14.98	\$15.26	\$15.54
Act. Director	\$14.48	\$14.82	\$15.05	\$15.42
Housekeeping	\$14.10	\$14.32	\$14.59	\$14.87
Dietary Aide	\$13.61	\$13.82	\$14.11	\$14.38
Maintenance	\$12.26	\$12.55	\$12.82	\$12.98
Student	\$10.04	\$10.15	\$10.31	\$10.60

Students shall be as defined in *The Employment Standards Act*.

**LETTER OF AGREEMENT #1**

Between:

**SENIOR CARE LIVING CENTRES LTD. o/a LIVINGSTONE MANOR**  
hereinafter referred to as "the Employer"

and

**HEALTHCARE SERVICE AND WORKERS LOCAL 304**  
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF**  
**CANADA**  
hereinafter referred to as "the Union"

This Letter of Agreement (the "Letter") is to be read in conjunction with the Collective Agreement dated March 30, 2000 between the Employer and the Union (the "Agreement").

The Employer and the Union hereby agree that the Long Term Disability Insurance (LTD) set out in Article 13.01(d) of the Agreement shall be available to full time employees at their election. If such employee(s) elect to obtain LTD insurance coverage, they shall each pay the monthly insurance premium by way of payroll deduction. The Employer shall make the necessary amendment to the LTD policy provisions of the insurance contract with the insurance carrier providing LTD insurance, such that when pay out of the benefit is made, it shall be tax free to the claimant.

Dated 26<sup>th</sup> / Feb / 2011

For the Employer

V. Ko

For the Union

Kim Covillon  
Heath  
[Signature]

**LETTER OF AGREEMENT #2**

Between:

**SENIOR CARE LIVING CENTRES LTD. o/a LIVINGSTONE MANOR**  
hereinafter referred to as "the Employer"

and

**HEALTHCARE SERVICE AND WORKERS LOCAL 304**  
affiliated with the **CHRISTIAN LABOUR ASSOCIATION OF CANADA**  
hereinafter referred to as "the Union"

**Re: Harassment**

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably by known to be unwelcome" that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is the policy meant to inhibit free speech or interfere with normal social relations.

Dated 26<sup>th</sup> / Feb / 2011.

For the Employer  
V. Ko

For the Union  
Kim Cowellon  
Heath Payne  
[Signature]



**HEALTH CARE AND SERVICE WORKERS UNION LOCAL 304**

AFFILIATED WITH THE

**CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

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