

COLLECTIVE AGREEMENT

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME  
**Chelsey Park Nursing Home (Streetsville)**  
EACH A DIVISION OF  
DIVERSICARE I LIMITED PARTNERSHIP

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
AFL - CIO - CLC

EFFECTIVE: JANUARY 1, 1999

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SERVICE UNIT  
FULL TIME AND PART TIME

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**CHELSEY PARK NURSING HOME (Streetsville)**  
EACH A DIVISION OF  
**DIVERSICARE I LIMITED PARTNERSHIP**  
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204 - AFL, CIO, CLC.  
(hereinafter called the "Union")

WHEREAS the Ontario Labour Relations Board has certified the Union as the bargaining agent for certain employees of the Employer;

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT **WITNESSETH:**

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

1.02 Where the feminine pronoun is used in this agreement it shall mean and include the masculine pronoun where the context so applies.

## ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for all its employees at Altamont Nursing Home, Chelsey Park Nursing Home (Miss.), Chelsey Park (Streetsville), Cheltenham Nursing Home, Rockcliffe Nursing Home, and Tullamore Nursing Home, save and except Registered Nurses, Physiotherapists, Occupational Therapists, Supervisors (including housekeeping and maintenance supervisors), Foremen, persons above the rank of Supervisor or Foreman, Office Staff, and Students employed during the school vacation period.

2.02 The Employer undertakes not to enter into any other agreement or contract with employees in the bargaining unit either individually or collectively, which would conflict with any terms or conditions of this Agreement.

## ARTICLE 3 - DEFINITIONS

3.01 (CPS) Regular full-time employee means an employee in the bargaining unit who is employed on a regular basis for more than twenty-two and one-half (22 ½) hours per week.

3.02 (CPS) A regular part-time employee means an employee in the bargaining unit who is employed on a regular basis for twenty-two and one-half (22 ½) hours or less per week.

3.03 (CPS) Permanent part-time employees are those persons regularly employed on the average more than twenty-two and one-half (22 ½) hours per week but less than thirty-seven and one-half (37 ½) hours per week who have completed the probationary period described in Article 4.01. Article 4.2 describes how this Agreement shall affect those persons.

3.04 (CPS) Permanent part-time employees shall be known as probationary employees until they have worked for three hundred and seventy-five (375) hours.

3.05 (CPS) The seniority of a permanent part-time employee, who has completed the probationary period requirement, shall date three hundred and seventy-five (375) working hours (approximately fifty (50) days at seven and one half (7 ½) hours per day) prior to the date on which the employee completed his probationary period.

**3.06 (CPS)** Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

**NOTE:** Where **(CPS)** is found in this collective agreement, it shall mean specific language to be applied at **Chelsey Park Streetsville only**.

#### **ARTICLE 4 - SEARED COST OF PRINTING COLLECTIVE AGREEMENT**

**4.01** It is agreed that **Diversicare I** Limited Partnership and the Local Union will share equally in any cost of the printing of the Collective Agreement.

#### **ARTICLE 5 - UNION SECURITY**

**5.01 (a)** Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union which is hereby **recognized** as a voluntary act on the part of the individual concerned.

**(b)** The Union and Employer agree to abide by the Human Rights Code.

**5.02** All employees shall, as a condition of employment be subject to union dues deduction. Such deduction shall be made upon completion of the probation period from the first pay of each month and forwarded to the union office on or before the last day of the same month in which the deductions are made where practicable.

The Employer will supply the union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

**5.03** It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union.

The Employer shall advise the Union monthly as to the names of persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

5.04 The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur **as** a result of deductions and remittances.

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

#### **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

#### **ARTICLE 7 - MANAGEMENT RIGHTS**

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

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home, provided that they shall not be inconsistent with the provisions of this Agreement;
- (b) to maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations; **provided that they shall not be inconsistent with the provisions of this Agreement. It is agreed that such rules will be posted on the bulletin board and a copy supplied to the Union Committee:**
- (c) to hire, transfer, lay-off, recall, promote, demote,

classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a **claim** of discriminatory transfer, promotion, demotion **of** classification or **a** claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer on a rational basis;

(d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, **the planning** combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;

(e) management reserves the right to amend or introduce new rules from time to time. A copy shall be supplied to the union committee fourteen (14) days in advance of the new rule or amendment becoming effective. Any new rules or amendments will then be posted on the employees (SEIU) bulletin board.

## **ARTICLE 8 - CONTRACTING OUT, WORK OF THE BARGAINING UNIT**

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

**8.02** Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.



8.03 Full-time/Part-time Ratio

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

ARTICLE 9 - UNION COMMITTEE AND STEWARDS

9.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of six (6), representatives; all members of the committee shall be regular employees of the Employer who have completed their probationary period. The Nursing Home members of the committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including conciliation.

9.02 The Employer will **recognize** a Union Administrative Committee for each Home which shall consist of three (3) stewards selected by the Union one of whom shall be the Chief Steward, not more than two of which committee members shall meet with Management at any one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

9.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

9.04 Labour Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of

matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.

A representative attending such meetings shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

## **ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

10.01 All complaints and grievances shall be taken up in the following manner:

### Step No. 1

An employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. At this stage, the employee may be accompanied by a Union Steward, if he so desires. The Supervisor shall reply to the employee, giving the answer to the complaint or question within two (2) working days from date of submission.

### Step No.2

If the grievance is not settled, the aggrieved employee may submit his grievance to the Department Head, who shall consider it in the presence of the person or persons presenting same and the Supervisor, and render his decision in writing. The aggrieved employee shall have the assistance of his Steward, if he so desires. Should no settlement satisfactory to the employee be reached within four (4) working days, the next step in the grievance procedure may be taken at any time within four (4) working days thereafter.

### Step No. 3

If further action is then to be taken, the grievance shall be submitted in writing to the Administrator within five (5) working days of receipt of the Supervisor's reply and within a

further three (3) working days of receipt of the written grievance, a meeting of the Administrator or his designate and his committee **and** a Union committee, which shall include a **SEIU** Union Representative, shall take place and the Administrator shall have three (3) working days to study the matter and make his reply.

**10.02** If the reply of the Administrator, or his designate, is not satisfactory to the employee, the matter may then be submitted to arbitration and the following rules governing arbitration must apply. The notification of arbitration must be made within ten (10) working days after Step No. 3 above is completed.

**10.03** Any of the time allowances above may be extended by mutual agreement of the parties.

**10.04** Saturdays, Sundays, and Paid Holidays designated under Section 10, 11, and 12 of this Agreement will not be counted in determining the time within which any action is to be taken or completed under each of the Steps of the grievance procedure. Where the employee's immediate Supervisor and Department Head are one and the same person, Step No. 2 will be omitted and the grievance may proceed from Step No. 1 to Step No. 3.

**10.05** Individual Grievance

A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is **arbitrable**, and an allegation that this agreement has been violated.

**10.06** Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within eight (8) days after the circumstance giving rise to the grievance **had occurred, or ought reasonably to have come to the attention of the employees**, shall then be treated as being initiated at step number two (2) and the applicable provisions of this article shall then **apply** with respect to the processing of such grievance.

10.07 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the business agent of the Union shall give his decision in writing five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 3 of the grievance procedure.

10.08 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at **the Administrator's stage** Step 3 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

**10.09 (CPS) If a grievance which has been referred to the Administrator is not settled within ten (10) working days it shall be deemed to have been abandoned as of the tenth day unless either party notifies the other in writing that it wishes to proceed to arbitration.**

**10.10 (CPS) Saturdays, Sundays, and paid Holidays (as defined in Clause 35.01(a)) are excluded for the purpose of calculating time periods under this Article.**

10.11 Letters of Reprimand

Letters of Reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline except in the case of incidents involving third party interface (e.g. residents and family) where the records will remain on file.

## 10.12 Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface e.g. residents and family where the record will remain on file.

10.13 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

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

## ARTICLE 11 - DISCHARGE GRIEVANCES

11.01 In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

11.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 3 may be omitted in such cases.

11.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by

**re-instating** the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

**11.04**      Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties pay extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 12 - ARBITRATION**

12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting Arbitration. The recipient of the notice shall within **ten (10)** days thereafter notify the other party in writing of the name of its nominee to the Arbitration Board.

The two (2) nominees shall endeavour within ten (10) days to agree upon a third member and Chairman of the Arbitration Board and it is understood that if two (2) nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ministry of Labour for the Province of Ontario.

12.02 No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

12.03 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

12.04 Each of the parties to this Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

12.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

**12.06 (CPS)** The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.

**12.07 (CPS)** All agreements reached under the grievance and arbitration procedure between the Employer and its

representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

**12.08 (CPS)** Any grievance involving the interpretation or application, administration or alleged violation of the Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

**12.09** The decision of the majority of the Arbitration Board shall be final and binding on both parties as well **as** upon all employees affected, but in the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board.

**12.10** At any stage of the Grievance Procedure including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and **any** other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance.

**12.11** Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to Arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.



## ARTICLE 13 - SENIORITY

### 13.01 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the **Nursing** Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days credit for service for purposes of salary increment, vacation, sick leave, or **any** other benefits under **any** provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of **subsidized** employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence, not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of **twenty-four (24)** months if an employee's absence is due to a disability resulting in **W.S.I.B.** benefits.
- (d) Benefits/Workers Compensation Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or **W.S.I.B.** if the employee continues their contributions towards said benefits. It is understood that the obligation of the Employer, **to pay** the aforesaid benefits while on **W.S.I.B.** shall continue for up to twenty-four (24) months following the date of the injury.

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

13.02 A new employee shall be known as a probationary employee until he has worked 337 1/2 hours. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.

The seniority of an employee who has completed the probationary period shall date from 337 1/2 working hours prior to the date on which the employee completed his probationary period or forty-five (45) days, whichever is the later.

13.03 (CPS) Any employee who worked at Glen Ridge, 84 Main Street, (Streetsville), Mississauga, Ontario, prior to April 19, 1976 and has transferred to the Chelsey Park Nursing Home (Streetsville), 87 Main Street, Mississauga, Ontario, will retain fifty per cent (50%) of their seniority from Glen Ridge. This will be added to their current seniority standing at the Chelsey Park Nursing Home (Streetsville). This is done for the purposes of wages only.

13.04 (CPS) The probationary period for each new employee is fifty (50) days worked. During the probationary period an employee may be discharged for reasons other than would justify a discharge after the completion of the probationary period. No grievance shall be filed with respect to such discharges during the probationary period.

13.05 (CPS) Upon the completion of her probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

13.06 The Employer agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions and in re-hiring. In cases of promotions, demotions, or permanent transfers of employees, the skill, merit, efficiency and physical ability of the employees shall be considered. Where these things are equal, seniority shall be the determining factor.

13.07 Layoff and Recall

(a) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with

at least 6 weeks notice. This notice is not in addition to required notice for individual employees.

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

- if 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

#### Lay-off Procedure

13.08(a) In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

(b) An employee who is subject to lay-off shall have the right to to either:

(i) accept the lay-off; or

(ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

### Recall Rights

- 13.09(a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays, and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and **may** instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) months.

#### Benefits on Layoff

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

## Note

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

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

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

### 13.11 Seniority Accrual

Seniority for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to thirty (30) months when an employee is absent due to W.S.I.B.

13.12 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of Article 13.02, 13.03, 13.04, 13.05 and 13.06 will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer.

### 13.13 Transfer/Hiring Provision for Nursing Home Chains with more than one Nursing Home in the Master Group

Note: This provision is applicable to transfers/hiring within a chain of homes within the **SEIU** Master Group.

The Employer agrees that employees may be permitted to transfer from one (**Diversicare 1 Limited Partnership**) nursing home to another (**Diversicare 1 Limited Partnership**) in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the home to which they would like to transfer, within thirty (30) days of leaving

employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.

- (b) An applicant, who is permitted to transfer from one nursing home to another as a result of this transfer procedure, will retain **any** seniority that he had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

In the event that an employee is hired (not transferred) into this home and has recent/related experience at another (**Diversicare 1** Limited Partnership) nursing home, in the same chain clause (b) above shall apply as it relates to seniority and wage rate.

#### ARTICLE **14** - SENIORITY LISTS

**14.01** The Employer shall supply to the Union Office and Chief Stewards a set of seniority lists, by department, in January and July of each year, showing alphabetically, employees' names, classifications, and their seniority starting dates provided part-time employees will have their seniority expressed in hours where applicable. The names of the department heads will also be supplied.

#### ARTICLE **15** - LOSS OF SENIORITY

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work for more than twenty-four (24) months by reason of illness or other physical disability; or

- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty (30) months by reason of lay off; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on **W.S.I.B.**

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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

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

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

## ARTICLE 16 - TRANSFERS

16.01 If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job Seniority for pay purposes shall date from the date the transfer becomes effective.

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

**16.03 (CPS) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 7,**



the employee will receive the corresponding rate for the job group to which he was transferred. Job Seniority for pay purposes shall include seniority on the job he is being transferred from. See Letter of Understanding on Dietary Aide/Cooks.

16.04 Assignment of an employee to a lower rated classification shall be avoided but may occur due to a reduction of staff, inability to perform his previous job due to sickness or accident, or at the wish of the employee under permanent transfer, or for any other reason as determined by the company acting within the scope of Article 7.01 hereof.

(a) If an employee is then receiving a rate that is higher than the twelve (12) month rate of the job to which he is transferred, he shall be paid such twelve (12) month rate; or

(b) If an employee is then receiving a rate that is lower than the twelve (12) month rate of the job to which he is transferred, he shall continue to receive the same rate of pay as that for his previous job and shall spend only such length of time on this rate as is required of him to complete a total of twelve (12) months on such job including any past experience on such job. He shall then be advanced through the rates for the job group as provided in Schedule "A".

16.05 When changes take place through demotion or staff reductions involving less than three (3) employees the Chief Steward will be promptly notified. Notice of any staff reductions involving more than three (3) employees will be given beforehand to the Chief Steward.

**16.06 (CPS) When changes take place through demotion or staff reduction, notice will be given before hand to the chief steward.**

## **ARTICLE 17 - JOB POSTING**

17.01(a) The Employer undertakes the responsibility of posting all job vacancies as they occur on designated notice boards. Such a posting shall remain on the Central notice board for ten (10) calendar days before the job

is permanently filled and shall stipulate the qualifications, classification, rate and department concerned.

- (b) The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

**17.02** The Employer is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made; and no grievance may be filed concerning such temporary arrangements until a selection has been made. An appointment shall be made within seven (7) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not fill the vacancy.

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

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

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

**17.06** When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall

be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

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

**17.07 (CPS) A) Applicants for a posted job must apply in writing to the supervisor in charge of their candidacy. In cases where two (2) or more employees apply, the Employer shall consider the skill, ability, physical fitness and seniority of the applicants. In cases where two (2) or more candidates are, in the Employer's opinion, equally matched, the Employer shall award the job to the most senior applicant.**

**B) If in the Employer's opinion (and the reasonableness of such opinion may be the subject of a grievance), no applicant is qualified to perform the required work the Employer may fill the vacancy at its discretion.**

**C) The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.**

**17.08** In filling the vacancies under this Job Posting clause, if the vacancy is filled by an employee bidding for the vacancy, such employee shall be paid in the following manner:

If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 7, the employee will receive the corresponding rate for the job **group** to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

If the job to which the employee is transferred has a higher starting rate than the employee's current rate, said employee shall then be paid the starting rate in the new classification and progress in accordance with length of service in the classification.

**17.09** The successful applicant shall be placed on trial in the new position for a period of 337 ½ working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the position and wishes to return to her former position; or
- (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

#### **17.10**      Temporary Vacancies

(CPS) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37 ½ hours a week shall be given the first opportunity to fill temporary vacancies, subject to Articles 17.04 and 17.05. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

Temporary employees are those hired for short periods of time due to extraordinary circumstances such as vacation period, sickness, etc. Temporary employees shall receive the same rate of pay for the job as outlined in Schedule "A" and shall receive the benefits of hours of work and overtime in Article 24 and 25, Vacation allowance as in Article 36, Holidays with pay in Article 35 but not any other parts of the Agreement. It is agreed that no employee shall be considered as a temporary employee for a period in excess of five (5) months without the approval of the Union Committee. When a temporary employee who has worked 337 ½ hours, which would include hours not worked, but paid for by the Employer becomes a permanent employee, he shall not be required to serve a Probationary Period. A temporary employee who has worked less than 337 ½ hours shall serve the probationary period as specified in this Agreement, from the date so classified as a permanent employee. If temporary employment is extended beyond the five (5) month period with the approval of the Union Committee, then the Sick leave provisions of Article 37 will apply. The total number of temporary employees and the total number of part-time employees doing Bargaining Unit work, will be added to the semi-annual seniority list of employees.

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

#### **ARTICLE 18 - BULLETIN BOARDS**

18.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union Notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

19.01(a) The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants

when applying must indicate the date of departure and specify the date of return.

- (b) If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.
- (c) Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (d) An employee who has been granted a leave of absence of any kind, and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (e) To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

## ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

### 20.01 Preamble

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

### 20.02 Pregnancy Leave

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

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends

to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (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 20.10 Parental Leave.

- (d) Notwithstanding Article 20.02(b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective January 1, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

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

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

Other income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

- (e) The SUB top-up by the Home would not take into account UIC insurable earnings from sources other than this facility.

**20.03** An employee who does not apply for leave of absence under Article 20.02(a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 20.02(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.

**20.04** 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.

**20.05** 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 maternity, or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

20.06 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 20.05.

20.07 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.

20.08 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.

20.09 Upon **expiry** of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 20.10 of this agreement. The employee shall give the employer at least two (2) **weeks'** notice, in writing, that she intends to take parental leave.

20.10 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 within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

(e) For the purposes of parental leave under Article 20.10 Parental Leave, the provisions of 20.01, 20.04, 20.05, 20.06, 20.07, 20.08, 20.09 shall also apply.

## ARTICLE 21 - **LEAVE** OF ABSENCE FOR UNION BUSINESS

21.01 The Employer shall grant leave of absence to employees to attend Union Conventions, seminars, Education Classes, or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the nursing home. In requesting such leave of absence, the Union must give twenty-one (21) days clear notice to the Employer, to be confirmed by the Union in writing.

21.02 Employees on unpaid union leave of up to thirty (30) days, will be maintained on normal pay and benefits (including Pension), and the Union will fully reimburse the Employer for wages, statutory benefits (ie. EHT, UIC, CPP and WSIB) and Pension, but would not include Health & Welfare and weekly indemnity premiums (if applicable).

21.03 Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of

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

## ARTICLE 22 - BEREAVEMENT LEAVE

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

22.02 Upon the death of an employee's mother, father, step parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparents, grandchildren, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

22.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

22.04 An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

22.05 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.

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

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

#### ARTICLE 23 - JURY AND WITNESS DUTY

**23.01** If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

#### ARTICLE 24 - HOURS OF WORE

**24.01** The hours of work for regular full time employees shall be a maximum of seven and one-half (7 ½) hours in a day and seventy-five (75) hours in a **bi-weekly** period, exclusive of meal periods. Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

**24.02** Nothing in this Agreement is deemed to change the hours of work for people working less than seven and one-half hours a **day**, or seventy-five (75) hours in a **bi-weekly** period, but no overtime will be paid until an employee has completed seven and one-half (7 ½) hours in a day or seventy-five (75) hours in a **bi-weekly** period, after which overtime will apply.

24.03 The Employer agrees that there will be no rotation of shifts.

24.04 It is mutually agreed that the present arrangement on lunch hours in the various nursing homes covered by this Agreement will continue in the practice that existed prior to the signing of this Agreement.

24.05 The work week shall be arranged as far as possible so as to permit all employees to have an equal amount of weekends off and the days off each shall be consecutive as far as possible governed by the efficient operation of the Employer.

24.06 During the changeover from daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7 ½ hours, notwithstanding the fact they have worked either 6 ½ or 8 ½ hours.

#### ARTICLE 25 - OVERTIME

25.01 Authorized work performed in excess of 7.5 hours a day or 75 hours **bi-weekly** basis as above, will be counted as overtime work and will be paid for at the rate of time and one-half the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a **bi-weekly** period as a result of an exchange of shift for reasons of personal convenience.

25.02 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual arrangements.

25.03 An employee who is absent on paid time during his scheduled work week because of sickness, **W.S.I.B.**, bereavement, holidays, vacation or union leave (as provided for in Article 21) on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

**25.04 (CPS) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a day or seventy-five (75) hours biweekly at the rate of time and one-half (1 ½) the employee's regular rate of pay.**

25.05 (CPS) Upon the Employer's consent, which consent shall not be unreasonably withheld, employees may switch shifts. However, the Employer shall not be required to pay overtime or any other increase in rates to the employees which would not have been due except for the switch in shifts.

25.06 (CPS) If any employee is required to work in excess of three (3) hours overtime, she shall be provided with a free meal.

25.07 (CPS) Employees who work overtime will not be required to take time off regular hours to make up, but may take off equivalent to overtime by agreement with her supervisor.

25.08 (CPS) Overtime shall be based upon the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

25.09 (CPS) An employee who is absent on paid time during his scheduled work week because of sickness, W.S.I.B., bereavement, holidays, vacation or union leave (as provided for in Article 22) on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

#### ARTICLE 26 - SCHEDULING OF HOURS

26.01 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

26.02 Except where mutually agreed otherwise between the Employer and the employee, shift schedules shall be arranged so that an employee:

- (a) is not scheduled to work more than seven (7) consecutive days;
- (b) Full time employees will receive a minimum of one (1) weekend off in three (3);

This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

Those employees working less than twenty-two and one-half (22 ½) hours a week may work two (2) weekends out of three (3).

(c) will be allowed to exchange shifts with other employees for reasons of personal convenience under the following conditions:

(i) The employees changing shifts shall assume full responsibility for the coverage of the shift to which they change.

(ii) The employee being replaced must be replaced by another employee appropriately qualified as determined by the Administrator or his designate. Such approval will not be unreasonably withheld.

(iii) That upon exchanging shifts, the Employer shall not be responsible and/or liable for overtime rate claims and the non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts for personal convenience of the employees concerned.

(d) where shifts are mutually agreed (i.e. no rotation) other employees will have rights to grieve selection and/or apply under provisions of Article 17, Job Posting.

Note The Employer will endeavour to put into effect the same schedules at Rockcliffe and Cheltenham, that are presently in effect at the other nursing homes, which now provide for better than every third weekend off.

**26.03** Shift schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the department head one (1) week in advance of posting.

**26.04** If an employee's request for time off in accordance with the provisions of 26.02 and 26.03 above results in a conflict within 26.02 or 26.03 above, the said request and the granting of such request shall not be deemed a violation of this Agreement because of the employee's individual request.

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

26.06 The Employer agrees to schedule hours so that employees will receive a minimum of twenty-four (24) hours off between shifts and change over of shifts, and forty (40) hours if there is one day off between change over and sixty-four (64) hours if there are two days off between the change over of shifts.

26.07 There shall be no split shifts.

26.08 Call in

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list; at non overtime rates of pay, before securing an agency replacements.

**26.09 (CPS) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Clause 26.05 until they have completed seventy-five hours of work in the scheduled two (2) week period.**

## **ARTICLE 27 - WAGES**

27.01 **Employees shall be classified and paid in accordance with Schedule "A" attached to and made part of this Agreement.**

27.02 When a new classification (which is covered by the terms of this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement



within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

- i) The parties agree to **recognize** the Personal Support Worker education accreditation as equivalent to the Health Care Aide course.

#### **ARTICLE 28 - RETROACTIVE PAY**

**28.01** Retroactive payment to be made two (2) full pay periods following issuance of the award (dated January 5, 1999) and shall apply to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by **pre-paid** post addressed to their last known address. Entitlement is lost if not claimed within 30 days. Employer will pay retroactivity on a separate cheque.

#### **ARTICLE 29 - LUNCH OR MEAL PERIODS**

**29.01** Lunch or meal periods are to be allowed, and will be uninterrupted, except in cases of emergency. Proper facilities

will be provided for employees who bring their own lunch and locker facilities will be provided.

**29.02 (CPS) The Employer shall continue its present policy of providing meals at a reasonable cost.**

### **ARTICLE 30 - RELIEF PERIODS**

30.01 Employees will be allowed two fifteen (15) minute relief periods, one in each half of the seven and one-half (7 ½) hour shift, without a reduction in pay and without increasing the regular working hours.

### **ARTICLE 31 - WAGE PROGRESSIONS**

31.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked for full-time and 1,800 hours worked for part-time at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked for and paid for under the Workplace Safety and Insurance Act and probationary hours shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classifications.

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

31.03 Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

31.04 In no event shall there be any pyramiding of benefits or payments.

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

**ARTICLE 32 - MINIMUM REPORTING ALLOWANCE**

32.01 If an employee reports for work at the regular scheduled time for his or her shift, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer to the contrary, either orally, or by notice on the bulletin board or by message left at the employee's residence; provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further, that this section shall not apply in the case of any labour dispute or emergency such as fire or power shortage, which prevent the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after leave of absence.

32.02 The Employer shall continue its present policy of providing meals at a reasonable cost

**ARTICLE 33 - CALL BACK AND CALL IN PAY**

33.01 When employees are called back to work after leaving the nursing home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half their regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

33.02(a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

(b) Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

(c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee

commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

**ARTICLE 34 - PAY DAYS**

**34.01** The Employer agrees that wages shall be paid on every second Thursday.

**34.02** Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

**34.03** The Employer will endeavour to provide a separate cheque for vacation pay.

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

**34.05** The parties agree that if, during the life of the Collective Agreement, the Union is directed by the majority of the members at a given facility to participate in the direct deposit system offered by the employer, the parties would then enter into a letter of understanding specific to that facility to facilitate the establishment of the direct deposit system. This will require a change in the pay day from Thursday to Friday.

**ARTICLE 35 - PAID HOLIDAYS**

**35.01(a)** The following days shall be **recognized** as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Employees Birthday -
1 Float day -effective 1999	effective 1999 - part-
- full-time Employees	time Employees

The anniversary date of an employee's employment will be a floating holiday. The holiday to be taken within thirty (30) days following the anniversary date by mutual agreement.

- (b) There shall be one (1) additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day. The intent is that there shall be no more than eleven (11) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.
- (c) Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.
- (d) Holiday pay for employees who regularly work less than 75 hours is based on proration formula (noted in Article 39 of this Agreement).
- (e) For clarification purposes of when a Paid Holiday begins and ends the first shift of the day shall be the shift where majority of hours are completed by 8:00 a.m.

35.02 An employee will qualify for holiday pay or lieu day pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday. However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to an illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

35.03 An employee who is required to work on any of the above mentioned holidays will receive pay at the rate of time and one-half for all hours worked on the holiday.

35.04 An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by doctor's certificate, if required by the Employer, in which case the employee will receive straight time for such holiday.

35.05 If one of the above-named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof or a day's pay. These options will be the right of the employee.

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

### ARTICLE 36 - VACATION

36.01(a) Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

(b) Each regular full-time employee covered by this Agreement shall receive vacation with pay on the basis of service as follows:

<u>(c) Service As At June 30th</u>	<u>Vacation With Pay Weeks</u>
Under one year of service -	Four per cent (4%) of the employee's earnings for the period worked.
One year up to three years -	Two (2) weeks.
Three years and over -	Three (3) weeks.
Eight years and over -	Four (4) weeks.
Fifteen years and over -	Five (5) week
Twenty-five years and over -	Six (6) weeks.

Vacation entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours. Vacation pay for employees who regularly work less than 75 hours bi-weekly is percentage of gross earnings.

(CPS) A blank vacation schedule shall be posted on January 1<sup>st</sup> each year. Between February 1<sup>st</sup> and April 1<sup>st</sup> the schedule shall be settled, if possible, through discussion between the Union Stewards' Committee and the Employer. On April 1st the final schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the employees affected, the

**Stewards' Committee and the Employer.**

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

<u>(a) Effective June 30, 1992</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours paid	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year.
5400 to less than 14400 hours paid	- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours paid	- 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27000 hours or more hours paid	- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

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

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

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

36.04 Vacation pay for employees who are regularly scheduled to work 75 hours **bi-weekly** will be paid as a percentage of total earnings or regular pay, whichever is greater.

36.05 For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.

36.06 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the nursing home.

36.07 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

36.08 Vacations are not cumulative from year to year and all vacations must be taken by the next vacation cut off date. Employees will not waive vacation and draw double pay.

36.09 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

36.10 Employees who have lost their seniority and have terminated their employment as set out in Article 15 herein between vacation periods, shall on termination of employment be paid a vacation pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination, to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

36.11 Employees who are regularly scheduled to work **seventy-five (75) hours bi-weekly** with twenty-five years of service on or before July 1st shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

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

45,000 hours or more paid	- 6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year
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ARTICLE 37 - SICK LEAVE

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

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Implementation of a weekly indemnity plan to provide coverage on the first (1st) day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (c) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (d) Employees who have completed three (3) calendar months shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred (100%) percent of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
- (e) Weekly indemnity plan for new employees to be effective on completion of three (3) calendar months. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.
  - (a) Weekly Indemnity participation is voluntary for all employees.
  - (b) employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

(c) an employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

(d) Notwithstanding (c) above;

(i) an employee who averages over sixty-six (66) hours paid in any period six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,

(ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically **enroled** within one (1) month of the successful posting,

(iii) an employee with an increase in their **prorata** percentage of twenty percent (20%) or greater, above the **prorata** period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.

(e) The weekly indemnity cheques shall be mailed directly to the employee's home.

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

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

(g) The Employer may request proof of disabling accident or sickness:

(i) For any absence in excess of 2 days;

(ii) For the fourth and succeeding illness in the calendar year.

(h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1 1/2) hour prior to the commencement of the shift unless impossible.

Failure to give such notice may result in loss of sick leave benefits for that day of absence.

(i) The Employer will notify the employees of their accumulation of sick leave on request.

(j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 20.01.

(k) Annual Leave

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

(l) Sick Leave Certificate

If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside **OHIP**, the employer will pay for the certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a

sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond **OHIP** in relation thereto.

**37.02** In the event the nursing home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the home, whichever the employee prefers. Where the employee chooses to use her own physician, and, in the opinion of the home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

**37.03** If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classifications and rate of pay. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent **positions**.

**37.04** Full-Time/Part-time Employees Transfers

Sick leave benefits accumulated at time of transfer shall remain to the credit of the **employee, and shall be used** in accordance with Article 37.

**ARTICLE 38 - WORKPLACE SAFETY AND INSURANCE BENEFITS**

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

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits as set out in Article **13.01(d)**.
- (b) It is understood that the obligation of the employer to pay the aforesaid benefits while on Workplace Safety and Insurance Board Benefits shall continue only so long as the employment relationship between the employer and employee continues.

- (c) **(CPS) The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workplace Safety and Insurance Benefits.**
- (d) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance Act.
- (e) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on W.S.I.B. shall be considered as time worked for the purposes of calculating the current years vacation entitlement under the terms of the Agreement.

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

38.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 17) of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

38.04 The injured employee shall have a period of thirty (30) months from the date of the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

38.05(a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to thirty (30) full months mentioned in Article 38.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 13. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

38.06 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification that is covered by this agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable level, displacing the employee with the least seniority in the classification. Any employee so displaced has the right in turn to displace others, in accordance with the lay-off procedure language of this agreement.

38.07 Workplace Safety and Insurance Board Challenge

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

**ARTICLE 39 - EMPLOYEE BENEFITS (PRORATION)**

**39.01** Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a **prorata** basis of hours regularly worked in relation to seventy-five (75) hours **bi-weekly**

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by **975** and then multiplying by **100**.

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

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

When an employee is on

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

Proration upon return, shall be based on % in effect prior to commencement of the leave.

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

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

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

- (a) Holiday pay - based on proration formula (based on hours regularly worked - 4 hours shift = 4 hours pay).

(b) Vacation pay - percentage of earnings.

**39.03**      New Hires

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

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

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

**ARTICLE 40 - HEALTH, WELFARE, INSURANCE BENEFITS AND PENSION PLAN**

**40.01**      All health and insurance benefit premiums costs paid by the Employer shall prorate in accordance with the proration formula. Employees who regularly work more than **66** hours bi-weekly, shall have **100%** of the employers portion of insured benefits paid.

(i) Same Sex Benefits - "Effective the first full month (February 1, 1999) following receipt of the arbitration award, same sex spouse will be eligible to be a dependent for insured benefits."

(ii) Positive Enrolment - "There is a requirement for positive enrolment in all Article 40 Plans and Benefits where applicable."

(a) O.H.I.P.

The Employer agrees to pay one hundred per cent (**100%**) of the billed rate of the **OHIP** premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through



another source, the Employer is not liable for contribution.

(b) Group Life Insurance

The Employer will pay 100% of the premium on the schedule of group life insurance presently in effect. Life Insurance coverage shall be \$20,000.00.

(c) Extended Health Care

The Employer will continue an extended health care plan for employees covered by this Agreement who have completed their probationary period which will provide a Drug card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. The Employer shall pay 100% of the billed single/family premium, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Generic Drugs

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

Vision Care

The Employer will continue a vision care plan, (similar to the Blue Cross 24 month plan) with a maximum benefit to \$90.00 and will pay 100% of the billed single/family premium for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Hearing Aid Benefit

The Employer agrees to continue a \$300.00 Hearing Aid Benefit. To be paid 100% by the Employer.

(d) Dental Plan

The Employer agrees to continue a dental plan (equivalent to Blue Cross #9) based on ODA fee schedule for 1996 the Employer agrees to pay fifty percent (50%)

of the billed premium for eligible participating employees - provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deduction.

(e) The Employer will pay one hundred percent (100%) of the premium cost of the weekly indemnity insurance plan (subject to Article 39.)

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

(b) If an employee's employment concludes, and the employee owes any monies to the Employer, those monies represent an offset against any monies, the Employer owes the employee.

Late enrolment or **re-enrolment** is subject to carrier approval. Initial benefits which may be claimed are as follows:

(a) Life - when coverage approved.

(b) Dental - \*\$200.00 maximum benefit/covered person.

(c) **EHC**

(i) Drugs - \*\$150.00 maximum benefit/covered person

(ii) Vision - no benefit during first six months

(iii) Hearing - no benefit during first six months

\*During first 12 months of coverage.

#### 40.03 Change of Carrier

(a) The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It

is clearly understood that the employee's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer.

- (b) The Employer will notify the Union if it intends to change the insurance carrier.

#### 40.04 Health and Welfare Benefits Grievances

Notwithstanding 40.03, the following process is to be **utilized** to resolve insurance benefit dispute between an employee and the insurance carrier.

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

- (a) the Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within 10 days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call, receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

(f) the arbitrators for this process shall be

Nancy Backhouse  
Deena Baltman

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

- (g) the arbitrator shall render a decision within 10 days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the **expiry** of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitzky, such approval to be obtained by a conference call, the grievance shall be

transferred to the ordinary grievance/arbitration process.

40.05 Pension Plan

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

A) **"Plan"** means the Nursing Homes and Related Industries Pension Plan, being a Multi-Employer Plan.

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

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked, and

(iii) vacation pay

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

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

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

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

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

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

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

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

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

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

For further specificity, the items required for each Eligible Employee by Article 40.04(E) of the agreement are:

(i) To be Provided Once Only at Plan commencement

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

(ii) To Be Provided with each Remittance

Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings  
(iii) To Be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

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

Gender  
Marital Status

40.06 EI Premium Reduction

The employees' share of the Employer's employment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

**ARTICLE 41 - RESPONSIBILITY ALLOWANCE FOR WORK OUTSIDE THE BARGAINING UNIT**

41.01(a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of \$5.00 for each shift from the time of the assignment.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of \$5.00 for each shift.

## **ARTICLE 42 - HEALTH AND SAFETY**

**42.01** The Employer and the union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

**42.02** A joint management and employees health and safety committee shall be continued with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

**42.03** Two representatives of the Joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him in his inspections. Scheduled time spent in all such activities shall be considered as time worked.

**42.04** The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aide without lost



workdays, the incidence of occupational injuries, and such other data, as The Workplace Safety and Insurance Board may decide to disclose.

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

42.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

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

42.08 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

#### ARTICLE 43 - UNIFORM ALLOWANCE

43.01(a) The Employer agrees to pay a uniform allowance of six (\$.06) cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

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

#### **ARTICLE 44 - PAID EDUCATIONAL LEAVE**

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

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

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

#### **ARTICLE 45 - RENEWAL**

**45.01** This **Collective** Agreement shall continue in effect until December 31, 2000, and shall continue automatically thereafter during annual periods of up to one (1) year each, unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this **Collective** Agreement.

**45.02** In the event of such notification being given as to amendment of this **Collective** Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

**45.03** If, pursuant to such negotiations, an agreement on the renewal or amendment of this **Collective** Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new **Collective** Agreement or completion of the proceedings prescribed under the Labour Relations Act, 1980, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

**ARTICLE 46 - SIGNING OF THE COLLECTIVE AGREEMENT**

46.01 A draft of the negotiating agreement will be made available as agreed by either party within thirty (30) days of ratification of the agreement reached. The second party will proof-read the agreement and return it to the first party within twenty (20) days of receipt. The first party will then correct the draft (if necessary) and sign and return the agreement within fifteen (15) days. The second party will sign and return the agreed number of copies for execution within a further fifteen (15) days of receipt of the signed agreement. The Agreement will be printed and distributed by whoever is responsible within a further thirty (30) days. The time frames indicated in the above can be extended by mutual consent.

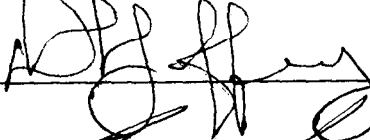

**ARTICLE 47 - DEFINITION - TIME PERIODS**



47.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.


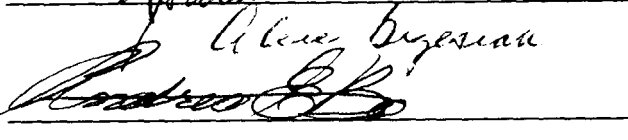
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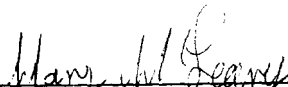

ON BEHALF OF THE EMPLOYER

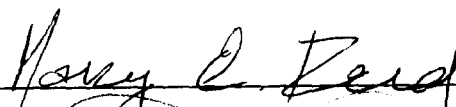

ON BEHALF OF THE UNION

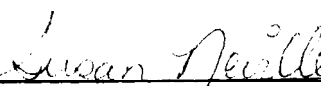
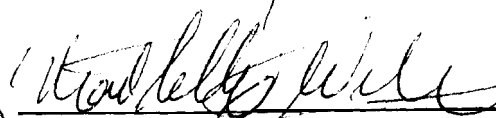
  
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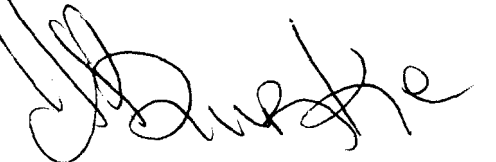
  
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RD/JC/WS

  
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SCHEDULE "A"

Wage rates with 2<sup>nd</sup> pay equity adjustment.

Classification		Jan. 1/99	Pay Equity	Jan. 1/2000
Aide (Housekeeping, Laundry & Dietary) Janitor	Start	13.08	13.525	13.655
	1 Year	13.49	13.935	14.075
	2 years	13.91	14.355	14.495
Nurse Aide, Activity Aide Uncertified	Start	13.23	13.675	13.805
	1 Year	13.65	14.095	14.225
	2 Years	14.07	14.515	14.655
Health Care Aide & Activity Aide Certified	Start	13.39	13.835	13.975
	1 Year	13.80	14.245	14.375
	2 Years	14.23	14.675	14.815
Cook I	Start	14.51	14.955	15.105
	1 Year	14.97	15.415	15.565
	2 Years	15.36	15.805	15.965
Cook II	Start	13.91	14.355	14.495
	1 Year	14.33	14.775	14.925
	2 Years	14.78	15.225	15.365
R.P.N.	Start	15.58	16.025	16.185
	1 Year	16.01	16.455	16.615
	2 Years	16.41	16.855	17.025
Maintenance	Start	15.04	15.485	15.635
	1 Year	15.41	15.855	16.015
	2 Years	15.82	16.265	16.415

Wage Progression: In accordance with Article 31.01.

Probation Rate: \$0.20 per hour less than start rate.

The above reflects pay equity adjustments totaling seventy-nine and one-half (\$0.795) cents.

Handyman: A premium of 15 cents per hour above the applicable janitor rate to be paid for all hours worked in the handyman classification when designated by the Employer.

Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive 15 cents per hour above their applicable classification rate.

No employee in the maintenance position is to be demoted to handyman.

Nurse Aides or Attendant is now receiving a Health Care Aide premium or subsequently obtains the Health Care Aide Certificate (or equivalent presently being **recognized** by the Employer) will be reclassified as Health Care Aide.

LETTER OF INTENT

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

**RE: Public Office(s)**

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

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

Dated this

11

day of

April

20

.

FOR THE UNION

FOR THE EMPLOYER

Robert Davids

R. Jeffery

L. P. Reine

Andrea E. Bouswell

Mary-Ann Leary

Chia Bryson

Shirley

Henry E. Ford

Susan Neville

Charlette Ford

Shelley

Donna





LETTER OF UNDERSTANDING

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

Re: Orientation

This matter is an appropriate subject for Labour Management discussions.

Dated this     '   '   day of     '   '   20 -- .

FOR THE UNION

FOR THE EMPLOYER

Robert Davids

[Signature]

P. Perrine

James E. Brown

Mary H. [unclear]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

PENSION LETTER OF UNDERSTANDING

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

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

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

LETTER OF CLARIFICATION

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE 1 LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

Re: Job Posting

For those agreements having a trial period as part of the job posting procedure, it is understood and agreed that once the trial period has expired, the employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE UNION

FOR THE EMPLOYER

Robert Davida

[Signature]

L. P. Pierre

[Signature]

Mary W. Lewis

[Signature]

[Signature]

Henry J. Ford

Susan Neville

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

The parties agree that in certain circumstances, as part-time employee can be reclassified as a full time employee, based on the Employee's scheduled hours of work.

In order to provide for such a change, and solely for that purpose, a part time employee is one normally scheduled to work 45 hours, or less, per bi-weekly pay period, and a full time employee is one regularly scheduled to work more than 45 hours per bi-weekly pay period.

If a part time employee is regularly scheduled to work more than 45 hours per bi-weekly pay period, after scheduled hours which replace other absent employees are subtracted from the total, and that continues for seven (7) consecutive pay periods, the part time employee will be reclassified as a full time employee.

To accomplish the reclassification, and at the end of the seven (7) consecutive pay periods:

- The Employer will give the Employee and the Union notice of the reclassification.
- The Employer will thereafter deduct and remit union dues in accordance with the dues formula for full time employees.
- The Employee will be transferred from the part time

seniority list to the full time seniority list, with an appropriate conversion of seniority, and will be so shown on the next published seniority list.

- The Employee will thereafter be considered a full time employee for the purpose of considering their application to a full time or part time posting.

- The Employee will thereafter progress through the wage grid based on the criteria for full time employees.

The foregoing list is not comprehensive. **Any** other aspects of the agreement, or any letter of agreement between the parties, and which reflects a difference between full time and part time status applies.

If an employee who has become full time through the provisions of this sub-article, and is then scheduled for 45 hours, or less, per **bi-weekly** pay period, and that continues for seven consecutive pay periods, the employee will be reclassified as a part time employee.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

FOR THE UNION

FOR THE EMPLOYER

Robert Davida

[Signature]

L. Perrine

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME  
EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

RE: Article 16.02

Certain dietary aides are regularly scheduled as relief cooks.

Regularly scheduled, in this context, means the dietary aide is scheduled as a cook every pay period, this has been ongoing for at least three months, and the aide is not replacing an absent cook.

These dietary aides will be paid the rate in the higher salary range immediately above the rate immediately above the aides current rate except as follows:

If a dietary aide has been regularly scheduled, and it has been ongoing for at least two years, the dietary aide will be paid the top rate in the applicable cook salary range.

During **any** vacation period, the employee will receive vacation pay based on the greater of:

continuation of regular salary, based upon their prescheduled hours for that period, presuming the employee is otherwise entitled, or

- the appropriate percentage of gross earnings, whichever is greater.

Signed at 17 - this

day of 20

FOR THE UNION

FOR THE EMPLOYER

Robert Davids

Jeffrey

L. Puerne

Yoda

Mary M. Leary  
Daliri

Charles E. Bruce

Susan Neville

Eric Bryson

Doatelle

Mary E. Ford

Bozke

Hully



LETTER OF UNDERSTANDING

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

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 results. The employer agrees to provide the union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

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

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

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



LETTER OF UNDERSTANDING

BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

If any lump sum payment of \$300.00 or more is to be made to an employee, then except as specifically provided by the Collective Agreement, or otherwise agreed by the parties, the payment will be made separate from any other payment.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ .

FOR THE UNION

FOR THE EMPLOYER

Robert Davich

[Signature]

R. Perine

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING  
BETWEEN

ALTAMONT NURSING HOME  
CHELSEY PARK NURSING HOME (MISSISSAUGA)  
CHELSEY PARK NURSING HOME (STREETSVILLE)  
CHELTENHAM NURSING HOME  
ROCKCLIFFE NURSING HOME  
TULLAMORE NURSING HOME

EACH A DIVISION OF DIVERSICARE I LIMITED PARTNERSHIP

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
AFFILIATED WITH THE A.F.L., C.I.O., C.L.C.

Re: Various Matters Concerning Vacation

- (a) A full time employee is entitled to request and take vacation time in units of less than one week. For employees with less than 5 weeks of vacation, this practice is restricted to a maximum of five days per year. For employees with 5 weeks of vacation or more, this practice is restricted to a maximum of ten days per year. These days may be taken as single or multiple days. All provisions of the Collective Agreement with respect to the requesting of days off continue to apply.
- (b) Vacation pay for part time employees will be paid out when vacation time is scheduled and will be proportional to the amount of time scheduled. Vacation benefits will be in accordance with the schedule as set out in the Collective Agreement and the corresponding percentage of gross earnings to which employees are entitled for the vacation year.
- (c) During the life of this Collective Agreement, and subject to Article 36.06, employees **may** request vacation during the Christmas/New Year period.

The number of requests that will be granted is limited.

Requests will be considered on a rotating seniority basis; that is, once an employee has had a request granted, then for the purpose of this letter, the

employee will move to the bottom of the request list unless there are no other requests submitted by any other employee who has not yet had an opportunity for a vacation during the Christmas/New Year vacation period. Vacation requests may encompass both Christmas Day and New Years Day.

It is **recognized** the issue commonly known as "Y2K" will be considered when the Employer considers the proper operation of the nursing home.

- (d) The Employer commits to schedule a maximum number of employees off during the summer vacation period. This commitment is subject to the Employer's obligation to maintain appropriate staffing such that it can effectively and efficiently meet its obligations.

Subject to that commitment, the parties agree that no employee can be scheduled to more than three (3) weeks of vacation, during the summer vacation period, until all employees have been afforded an opportunity to be scheduled. Time remaining once all employees have been offered vacation is available to **any** employee, regardless the amount of vacation they have already scheduled.

For clarity, the summer vacation period consists of the months of June, July, and August, it being noted vacation scheduled in June is based on vacation credited on the previous July 1st.

Signed at

this

day of

2000

FOR THE UNION

FOR THE EMPLOYER

Robert Davison

[Signature]

L. Peirne

[Signature]

Mary M. Leary

[Signature]

[Signature]

[Signature]

Susan Neille

[Signature]

Wendell [Signature]

[Signature]

[Signature]

ADDENDUM to Agreement Covering Part-time Bargaining Unit.

BETWEEN

**Chelsey Park Nursing Home (Streetsville)**  
a division of  
**Diversicare I Limited Partnership**

- and -

Service Employees International Union Local 204  
Affiliated with the **A.F.L., C.I.O., C.L.C.**

WHEREAS the Ontario Labour Relations Board did on the 25th of May 1977 certify the Union as the bargaining agent for certain employees of the Employer.

AND WHEREAS the parties hereto have agreed to enter into a collective bargaining agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the Full-time **Bargaining Unit** Collective Agreement attached to this Addendum will apply to the Part-time Unit, save and except as modified by this Addendum in the following manner:

## **1. RECOGNITION**

The Employer **recognizes** the Union as the sole collective bargaining agent of all employees of the **Chelsey Park Nursing Home (Streetsville), Mississauga, Ontario**, regularly employed for not more than twenty-two and one-half (**22 ½**) hours per week and students employed during the school vacation period save and except registered nurses, physiotherapists, supervisors (including the housekeeping and maintenance supervisor), persons above the rank of supervisor and office staff.

## **2. PROBATIONARY PERIOD**

The probationary period for each new employee is three hundred and seventy-five (375) hours worked. During the probationary period an employee may be discharged for reasons other than would justify a discharge after completion of the probationary

period. No grievance shall be filed with respect to such discharge during the probationary period.

Upon completion of her probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

### **3. DEDUCTION OF UNION DUES**

Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union which is hereby **recognized** as a voluntary act on the part of the individual concerned.

The Employer, during the life of this Agreement, as a condition of employment, shall deduct monthly from each employee in the Bargaining Unit, who works more than thirty (30) hours per month, subject to the provisions hereof a sum equal to the Union dues as certified by the Service Employees International Union, Local 204, and remit such sum along with a list of employees' names, addresses, postal codes, and who have terminated in the preceding month and a list of the employees who have completed their probationary period in the **preceeding** month no later than the **25th** day of the month.

Such deduction with respect to new employees or employees who, on the date of signing this Agreement, have not completed the probationary period, shall become effective upon the first regular deduction date following the three hundred and seventy five (375) working hours after the employee's last date of commencing employment.

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union.

Within the first thirty (30) days of employment, a Union Representative shall be permitted to interview each new employee for a period of fifteen (15) minutes during working hours without loss of pay.



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

#### 4. HOURS OF WORK

The hours of work and overtime shall be as set out in the Full-time Agreement, of which this addendum is a part. Part-time employees shall not be scheduled for more than seven (7) consecutive days.

#### 5. VACATIONS WITH **PAY**

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

The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.

Vacations are not cumulative from year to year and all vacations must be taken by May 1st following the cut off date. Employees shall not waive vacation and draw double pay.

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

<u>Effective June 30, 1992</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours paid	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year

- |                                     |   |
|-------------------------------------|---|
| 5400 to less than 14400 hours paid  | - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year  |
| 14400 to less than 27000 hours paid | - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year  |
| 27000 hours or more paid            | - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year |

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

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

Employees who are regularly scheduled to work less than seventy-five (75) hours be-weekly shall receive vacation benefits for the vacation year as follows:

- |                           |   |
|---------------------------|---|
| 45,000 hours or more paid | - 6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year |
|---------------------------|---|

## **6. TRANSFERS**

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

## **7. PAID HOLIDAYS**

An employee will qualify for holiday pay or lieu day pay as per the proration formula if the employee worked her scheduled

day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period **preceeding** the holiday. However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness. Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days.

## **8. BENEFITS**

The benefits payable to all employees covered by this addendum shall be governed by the provisions of the full-time Collective Agreement. For the sake of clarity the benefits payable shall include, but not be limited to the following:

- Article 34 - Sick Leave and Weekly Indemnity
- Article 37 - Uniform Allowance
- Article 26 - Paid Holidays
- Article 27 - Vacations
- Article 35 - Health Plans Insurance and Pension Plan

The method of payment shall be governed by Article 42: Employee Benefits (Proration Formula).

## **9. SHIFT PREMIUMS**

All employees who are required by the employer to rotate over two or more shifts shall receive a shift premium of 28 cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

## **10. RATES OF PAY**

Wage rates shall be in accordance with Schedule "A" of the Full-time Agreement attached hereto and forming part of this Agreement.

Dated this 4<sup>th</sup> day of June 2001.

FOR THE UNION

FOR THE EMPLOYER

Robert Davich

Alfley

P. Perrine

Jordan

Mary W. Leary

Charles E. Brown

John

Alvin Ferguson

Susan Neville

Mary A. Reid

Charlotte

Quake

Huelly