

Unit No. 84, 89, 95

SOURCE	UMWA		
WAGES EFF. 8	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	1,073		
INFORME ID'EMPLOYES	8A		

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE HEALTH SERVICES INC.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204, 183, 478, 268 and LONDON & DISTRICT  
SERVICE WORKERS' UNION, LOCAL 220  
All of the above Locals chartered by  
the S.E.I.U., A.F.L., C.I.O., C.L.C.

(FULL-TIME)

EXPIRES: DECEMBER 31, 1994

JUL 22 1994

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COLLECTIVE AGREEMENT

BETWEEN:

EXTENDICARE HEALTH SERVICES INC.  
(hereinafter called the "Employer")  
OF THE FIRST PART

-and -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204, 183, 478, 268  
AND LONDON & DISTRICT  
SERVICE WORKERS' UNION LOCAL 220  
All of the above Locals chartered by  
the S.E.I.U., A.F.L., C.I.O., C.L.C.  
(hereinafter called the "Union")  
OF THE SECOND PART

**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 machinery 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.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees in the nursing homes in the Province of Ontario, excluding Extendicare/Oshawa (82 Park Road North, Oshawa), save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed -for not more than twenty-two and one-half (22 1/2) hours per week, and students employed during the school vacation period.

2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

**ARTICLE 3 - PERMANENT PART-TIME EMPLOYEES**

3.01 Permanent part-time employees are hereby defined to be those persons regularly employed on the average more than twenty-two and one-half (22 1/2) hours per week but less than thirty-seven and one-half (37 1/2) hours per week who have completed the probationary period described in Article 13.02. Article 44 describes how this Agreement shall affect those persons.

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3.02 Permanent part-time employees shall be known as probationary employees until they have worked fifty (50) days.

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3.03 The seniority of a permanent part-time employee, who has completed the probationary period requirement, shall date fifty (50) working days prior to the date on which the employee completed his probationary period.

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*1/2*

**ARTICLE 4 - CONTRACTING OUT AND WORK OF THE BARGAINING UNIT**

4.01 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.

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4.02 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.

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*1*

4.03 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.

**4.04 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 5 - UNION SECURITY**

5.01 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.

5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union. 2/1/5

(b) The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made and shall also identify the employees by social insurance numbers.

(c) The Employer will supply the Union with the name, current address, social insurance number, classification and other relevant information of the employees with the first dues deduction.

5.03 (a) Deductions 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.

(b) 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.

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 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. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed ten (10) minutes. 4

5.06 No Discrimination

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

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 lockouts during the term

of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Ontario Labour Relations Act, R.S.O. 1980, 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;
- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from **time to time**, copies of which will also be made available to all employees and to the Local Union. The **Employer** agrees to consider any representation made by the Union on a province-wide basis concerning any change in rules or introduction of new rules;
- (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**;
- (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, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

#### ARTICLE 8 - UNION COMMITTEE AND STEWARDS

8.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the nur-

sing homes in the **Extendicare** chain in the Province of Ontario, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each nursing home.

- (b) If negotiations are carried on individually for any or all of the nursing homes in the **Extendicare** chain in the Province of Ontario, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) employees, one (1) of which shall be the Chief Steward.
- (c) All members of the committee shall be regular employees of the **Employer** who have completed their probationary period.
- (d) The nursing home members of the Committee will be paid by the **Employer** for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

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8.02 The Employer will **recognize** a Union Administrative Committee which shall consist of a Chief Steward and three (3) stewards at each nursing home all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with the **Employer** 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 full-time employees of the Employer who have completed their probationary period.

8.03 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.

8.04 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.

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An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement.



A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as 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 9 - COMPLAINTS AND GRIEVANCES

9.01 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. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

### Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he **may** desire, and that the employee may have his steward and that the SEIU Union Representative or an International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

### Step No 3.

Should the Administrator fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is **arbitrable**, the grievance **may be** referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within five (5) working **days** after the decision under Step Number 2 is given, or within ten (10) working days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the

same grievance shall not be the subject matter of a further grievance.

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

9.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

9.04 Letters of Reprimand

Letters of reprimand are to be removed from an employees' records after eighteen (18) months from the date of reprimand.

9.05 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.

9.06 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 10 - DISCHARGE GRIEVANCE**

10.01 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.

10.02 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. Such a claim by an employee who has completed his probationary period 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 to Step Number 2 may be omitted in such cases.

10.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any

other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

## **ARTICLE 11 - EMPLOYER'S AND UNION'S GRIEVANCES**

11.01 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 Number 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 SEIU Union Representative 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 Number 3 of the grievance procedure.

### **11.02 Union Policy Grievance**

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 Step Number 2 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.

## **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 to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

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

12.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.

12.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

12.05 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.

12.06 All agreements reached under the grievance and Arbitration procedures 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.

12.07 Any grievance involving the interpretation or application, administration or alleged violation of this 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.

12.08 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration 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, at a reasonable time and so as not to interfere with the function of the nursing home.

#### 12.09 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 Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (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 lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue or for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in W.C.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 Workers' Compensation if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation, 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 newly hired employee must successfully complete a probationary period of fifty (50) days worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.

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13.03 The seniority of an employee who has completed the probationary period shall date fifty (50) working days prior to the date on which the employee completed his probationary period.

13.04 In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered.

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13.05 The Employer agrees to recognize past seniority for employees at New Orchard Lodge Ltd.

13.06 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance dealt with under the grievance procedure including the Arbitration provisions.

13.07 Lay-Off and Recall

.01 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.

.02 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

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Lay-off Procedure

.03 (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.

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

(i) accept the lay-off; or

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

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

In the event that there are no employees with lesser seniority in lower or identical paying 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

- .04 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work 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 twenty-four (24) months.

Benefits on Layoff

.05 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.

13.08 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

13.09 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

13.10 Note: For purposes of lay-off 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, 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 a layoff, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee is absent due to W.C.B.

**ARTICLE 14 - SENIORITY LISTS**

14.01 The **Employer** shall supply the Union office and Chief Steward with a set of seniority lists by departments in January and July of each year, showing employees' names alphabetically, classification, and their seniority starting dates.

14.02 when compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six (6) month period.

The average hours paid for permanent part-time employees during that six (6) month period shall be the hours used for calculating purposes under Article 44 - Permanent Part-Time Employee Proration Formula Benefits.

#### 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 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 twenty-four (24) months by reason of lay-off; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.

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

#### ARTICLE 16 - PERMANENT TRANSFERS

16.01(a) 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.

- (b) 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.

16.02 Subject to Article 16.01 a part-time employee, changing his/her **status** to that of a full-time employee, covered by this full- **time** Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a

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full-time status, he/she shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

16.03 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.

#### ARTICLE 17 - TEMPORARY TRANSFERS

17.01 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.

#### ARTICLE 18 - JOB POSTING & PERMANENT TRANSFERS

18.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

18.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

18.03 If no applications are received by 10:00 A.M. of the tenth day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

18.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more 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.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

18.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337 1/2 ) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (ii) 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 (i) or (ii) 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.

18.06 The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

18.07(a) 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 (1) 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.

(b) 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 (1) 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.

- (c) 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 hours.

#### 18.08 Temporary Vacancies

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 (6) calendar weeks. Employees working less than thirty-seven and one-half (37 1/2) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 18.07. 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.

18.09 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 19 - NURSING HOME TRANSFERS

19.01 The Employer agrees that employees may be permitted to transfer from one **Extendicare** nursing home to another **Extendicare** Nursing Home 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 **em**ployment 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 an employee is hired (not transferred) into this home and has recent/related experience at another **Extendicare** Nursing Home, in the **same** chain clause (b) above shall apply as it relates to seniority and wage rate.

#### ARTICLE 20 - BULLETIN BOARDS

20.01 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 21 - LEAVE OF ABSENCE

21.01 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 (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the nursing home. Applicants when applying must indicate the date of departure and specify the date of return.

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

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

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

21.05 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.

21.06 Unpaid leaves of absence in excess of thirty (30) consecutive days shall not count as service to advance an employee to a one (1) or two (2) year wage rate in a job classification. However, a leave of absence because of a work related disability or illness shall count as service for wage progression purposes.

21.07 Where any Leave of absence without pay exceeds thirty (30) continuous calendar days:

- (a) The Employer shall pay his share of any and all health and welfare benefits for the first thirty (30) continuous calendar days.
- (b) If the leave of absence exceeds thirty (30) continuous calendar days, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of thirty (30) continuous calendar days leave of absence.

**ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE**

22.01 Preamble

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

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22.02 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.

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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 22.10, Parental Leave

- (d) Notwithstanding Article 22.02(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 rates of unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's regular weekly earnings.

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

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

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

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

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



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

22.03 An employee who does not apply for leave of absence under Article 22.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 22.02(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.

22.04 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.

22.05 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.

22.06 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 22.05.

22.07 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.

22.08 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.

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22.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 22.10 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

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22.10 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.

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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.

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- (e) For the purposes of parental leave under Article 22.10 Parental Leave, the provisions under 22.01, 22.04, 22.05, 22.06, 22.07, 22.08, and 22.09 shall also apply.

ARTICLE 23 - LEAVE OF ABSENCE FOR UNION BUSINESS

23.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the nursing home.

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

23.03 Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees.

23.04 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. *6315*  
*3* It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) 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 24 - BEREAVEMENT LEAVE *631A* *1*

24.01 Upon the death of an employee's spouse, 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.

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

24.03 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 not later than the day of the funeral.

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

24.05 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.

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

**ARTICLE 25 - JURY AND WITNESS DUTY**

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25.01 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 26 - EDUCATIONAL LEAVE**

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

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26.02 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.

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26.03 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 27 - HOURS OF WORK**

27.01 The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted

as a guarantee of hours of work per day or per week, or days of work per **week**.

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27.02 The regular work shift for full-time employees shall be seven and one-half (7 1/2) working hours per day exclusive of meal periods. The seven and one-half (7 1/2) working hours per day will be worked within an eight (8) hour period. The employer agrees that there shall be no split shifts.

27.03 It is mutually agreed that existing arrangements for lunch periods in the various nursing homes will continue as practiced at the date of the signing of this Agreement.

27.04 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 hours or 8 1/2 hours.

ARTICLE 28 - OVERTIME

28.01 Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

28.02 In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

28.03 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.

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

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28.05 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

28.06 An employee who is absent on paid time during his scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation, or union leave 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 rate.

#### **ARTICLE 29 - WORK SCHEDULE**

29.01 Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off **must** be submitted to the Administrator or designate one (1) week in advance of posting.

29.02 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 1/2) for all hours worked.

29.03 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 Article 29.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

29.04 The Employer will endeavour to arrange shifts such that there **will** be a minimum of twenty-four (24) hours between the beginning of shifts and change over of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts, the conditions in Article 28.02 shall apply in all respects.

29.05 No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1 1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

29.06 The Employer will arrange shift schedules such that all 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.

#### **ARTICLE 30 - LUNCH OR MEAL PERIODS**

30.01 Lunch or meal periods 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.

30.02 The Employer agrees to investigate, on an individual home basis, the possibility of providing meals for employees working the night shift subject to the following conditions:

- (a) Reasonable notice will be required by the dietary department from employees wishing to have meals provided; and
- (b) Employees will be required to pay for meals in advance and such payment will be non-refundable.

**ARTICLE 31 - RELIEF PERIODS**

31.01 Employees will be allowed fifteen (15) minutes relief in each half of the seven and one-half (7 1/2) hour shift, without reduction in pay and without increasing the regular working hours.

**ARTICLE 32 - MINIMUM REPORTING ALLOWANCE**

32.01 If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate provided that:

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- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

32.02 Article 32.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the nursing home, nor shall it apply to employees returning to work without notice after absence.

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

33.01(a) When an employee is called back to work after leaving the nursing home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1 1/2) his 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.

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- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.
- 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 1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
  - (c) Where the call in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
  - (d) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.

#### **ARTICLE 34 - PAY DAYS**

34.01 The Employer agrees that wages will be paid bi-weekly on Thursday, during working hours. The normal bi-weekly pay period shall be Monday to Sunday inclusive.

Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.

34.02 Employees will be paid on a Thursday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Thursday A.M. shift.
- (b) The day shift will be paid during the day shift worked on Thursday.
- (c) The afternoon shift will be paid during their regular shift.



(d) 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 RNA's.

(e) Errors on Paycheques

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 overpayment 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.

34.03(a) Upon termination or lay off, the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off.

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

**ARTICLE 35 - PAID HOLIDAYS**

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

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

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(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 (1) of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within

the probationary period, at the rate of pay that was in effect when the holiday occurred.

35.02 The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date, or within thirty (30) days following the anniversary date.

35.03 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.

35.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

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

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) days' 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.

35.06 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay, be paid at the rate of one and one-half (1 1/2) times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.

35.07 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 35.04.

35.08 If one of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

35.09 Holiday pay for employees who regularly work less than seventy-five (75) hours will be paid on Proration Formula noted

in Article 44 of this Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

35.10 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.

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

#### ARTICLE 36 - VACATIONS

36.01 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.

36.02 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.

36.03 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.

36.04 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut off date. Employees shall not waive vacation and draw double pay.

36.05 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.

36.06 Employees who have completed their probationary period as of June 30th will **be** granted one (1) day's vacation 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.

36.07 Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

36.08 Employees with three (3) years of service on or before June 30th of the current year shall receive three (3) weeks vacation. Vacation pay for such employees will **be** six percent (6%) of gross earnings for the vacation year.

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36.09 Effective June 30, 1992, employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

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36.10 Effective June 30, 1991, employees with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

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36.11 For employees who are regularly scheduled to work seventy-five (75) hours bi-weekly, vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is the greater.

36.12 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 with 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.

36.13 Vacation pay will be paid to all employees on a separate pay on the regular pay day in advance of their vacation.

36.14(a) Vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

(b) Vacation pay for employees who regularly work less than seventy-five (75) hours bi-weekly is to be paid as a percentage (%) of gross earnings.

36.15 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:

N.B. For purposes of implementing the new vacation scheme the following principles shall apply:

No employee to lose vacation entitlement.

Employees who did not accrue based on hours before the transfers shall be placed on the new scheme based on one (1) year = 1800 hours worked.

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

Effective June 30, 1992

Vacation Entitlement

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.

36.16(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.

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

**ARTICLE 37 - SICK LEAVE**

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

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

(b) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66 2/3%) of salary.

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(c) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termin-

ation. Such credits may be used to supplement weekly indemnity payments to full salary.

(d) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.

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(e) Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the collective **agreement** and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall **be** mailed directly to the employees Home.

(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 enrolled within one (1) month **of** the **successful** posting,

(iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period,

without evidence of insurability.

- (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 that the employee provides a satisfactory documentation of the illness and the **hospitalization**. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

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

- (g) The **Employer** may request proof of disabling accident or sickness:
- (i) For any absence in excess of two (2) days;
  - (ii) For the fourth (4th) and succeeding illness in the sick leave 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 (1) hour prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits 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 22.06.

### 37.02 Full-time/Part-time Sick Leave Transfers

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article 37.01 of this Agreement.

37.03 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.

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

#### **ARTICLE 38 - WORKERS' COMPENSATION**

38.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the following shall apply:

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's 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 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 18) 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 two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 13 and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation 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.C.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.C.B. claim but prior to two (2) full years 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 Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification. 

#### 38.07 Workers' Compensation Board Challenge

In the event that the employer challenges a Workers' Compensation Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period may apply to the employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 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 Workers' Compensation Board. If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which 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 - HEALTH AND SAFETY**

39.01 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.

39.02 A joint management and employee health and safety committee shall be constituted 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 to the Union. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.

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39.03 Two (2) representatives of the Joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

39.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation 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 aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

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

**ARTICLE 40 - HEALTH AND INSURANCE BENEFITS (PRORATION)**

40.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 44 of this Agreement.

40.02(a) O.H.I.P.

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applic-

able, of the O.H.I.P. premium for the Province of Ontario.

(b) This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Company payroll, and to all new employees who join the Company's O.H.I. P.Group.

(c) Semi-Private

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Effective January 1, 1989, the Employer shall pay **one** hundred percent (100%) of the premium costs of semi-private coverage.

#### 40.03 Life Insurance

The Employer will continue a \$17,000 life insurance plan for each employee. The Employer will pay one hundred percent (100%) of the cost of this plan.

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#### 40.04 Major Medical

The Employer will continue a Major Medical \$10-\$20 no co-insurance plan for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

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#### 40.05 Vision Care

The Employer agrees to continue a Vision Care Plan (similar to the Blue Cross \$60.00 Plan) and agrees to pay one hundred percent (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. Effective January 1, 1992, the coverage shall be increased to \$90.00.

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#### 40.06(a) Dental Plan

The Employer agrees to continue a dental plan (equivalent to Blue Cross #9), based on the O.D.A. fee schedule for 1989. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

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(b) Effective as soon as practical following the award dated March 1, 1991, the dental plan shall be improved

to provide the 1990 O.D.A. fee schedule. The cap on the dental plan shall be increased to \$2,000 per individual and per family member.

- (c) Effective January 1, 1992 the dental plan shall provide the 1991 O.D.A. fee schedule.

#### 40.07 Hearing Aid

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The Employer agrees to continue a \$300.00 Hearing Aid Benefit one hundred percent (100%) Employer paid.

#### 40.08 Group Insurance Plan

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

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

- (a) Life - when coverage approved.
- (b) Dental - \*\$200.00 maximum benefit/covered person.
- (c) EHC
  - (i) Drugs - \*\$150.00 maximum benefit/covered person. ✓
  - (ii) Vision - no benefit during first six (6) months.
  - (iii) Hearing - no benefit during first six (6) months.

\*During first twelve (12) months of coverage

#### 40.09 Change of Carriers

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

Employer will notify the union if it intends to change the insurance carrier.

40.10 Pension Plan for Employees of Participating Ontario Nursing Homes

Section .01

Commencing January 1, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two per cent (2%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan") for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being two per cent (2%) of applicable wages.

Section .02

Commencing January 1, 1990 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four per cent (4%) of applicable wages to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four per cent (4%) of applicable wages.

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Section .03

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

Section .04

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

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Section .05

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

Section .06

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

## Section .07

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

### 40.11 UIC Premium Reduction

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

## **ARTICLE 41 - UNIFORM ALLOWANCE**

41.01 'The Employer agrees to pay a uniform allowance of 5.2 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

41.02 The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will **be** paid by the last pay period in December of each year.

41.03 When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

## **ARTICLE 42 - RATES OF PAY AND PREMIUMS**

42.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

### 42.02 Wage Progression

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 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 and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

### 42.03 Shift Premiums

All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of

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twenty-eight cents (28) 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.

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

42.05 Responsibility Allowance for Work outside the Bargaining Unit

- (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 1/2 shift, the employee shall receive an allowance of \$3.00 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 RNA 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 \$3.00 for each shift.

**ARTICLE 43 - RETROACTIVE PAY**

43.01 Retroactive payment is to be made within thirty (30) **days** of the Award dated December 8, 1993 and applies 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 thirty (30) days. The Employer will pay retroactivity on a separate cheque.

**ARTICLE 44 - PERMANENT PART-TIME EMPLOYEE PRORATION FORMULA BENEFITS**

44.01 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.

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The calculation of proration percentage shall **be** determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

(The predetermined six (6) month 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 thirty (30) continuous calendar days

proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

**44.02** Employees who regularly work more than sixty-six (66) hours bi-weekly shall have one hundred percent (100%) of the employer portion of insured benefits paid.

**44.03** Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

**N.B.** Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday pay - based on proration formula, based on hours regularly worked - four (4) hours shift = four (4) hours pay.

Vacation Pay ~ percentage (%) of earnings.

#### **44.04** New Hires

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

The **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 (6) month period.

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





**ARTICLE 45 - PRINTING**

45.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement.

**ARTICLE 46 - INTERPRETATION**

46.01 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.

**ARTICLE 47 - RENEWAL, AMENDMENT AND TERMINATION**

47.01 This Agreement shall continue in effect until December 31, 1994 and shall continue **automatically** thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

Arbitrator M. Teplitsky has remained seized for all issues for the period of January 1, 1994 to December 31, 1994.

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

47.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations Act, 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.

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this 30th day of JUNE 1994.

ON BEHALF OF THE EMPLOYER

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ON BEHALF OF THE UNION

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SCHEDULE "A"

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Wage Rates Effective January 1, 1993

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
*Aide (Housekeeping, Laundry and Dietary)	12.10	12.50	12.89
Janitor	12.10	12.50	12.89
Attendant I and Activity Aide	<i>Base</i> <u>12.26</u>	12.65	13.05
Cook I	13.46	13.89	14.28
Cook II	13.17	13.59	14.00
H.C.A.	12.41	12.80	13.20
R.P.N.	14.48	14.89	15.27
Maintenance	13.97	14.33	14.70

Wage Progression: In accordance with Article 42.02

Probationary Rate: Twenty cents (20) per hour less than the start rate.

Handyman: A premium of fifteen cents (15) per hour above the applicable Janitor rate to be paid for all hours worked in the Handyman classification when designated 'by the Employer.

Health Care Aide: Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer.

Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive the Health Care Aide rate.

\*Guest Attendant - Peterborough (Extendicare)

LETTER OF INTENT

BETWEEN

EXTENDICARE HEALTH SERVICES INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204, 183, 478, 268 AND LONDON & DISTRICT  
SERVICE WORKERS UNION, LOCAL 220

Re: Sick Leave - Prescheduled Hours


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




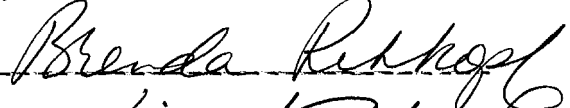
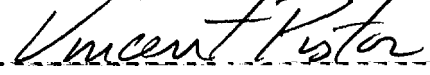
DATED this 30th day of JUNE

1994.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

  
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LETTER OF INTENT

BETWEEN

EXTENDICARE HEALTH SERVICES INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 204, 183, 478, 268 AND LONDON & DISTRICT  
SERVICE WORKERS' UNION, LOCAL 220

Re: Orientation/Aggressive Patients

These two matters are appropriate subjects for Labour Management discussions.

DATED this 30<sup>th</sup> day of JUNE 1994.


ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

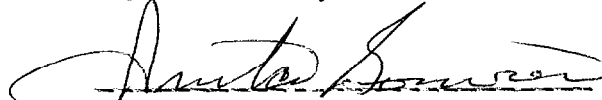
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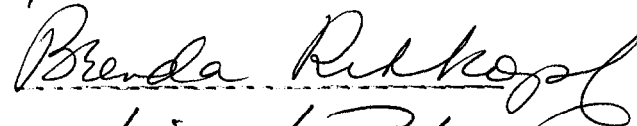
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LETTER OF INTENT

BETWEEN

EXTENDICARE HEALTH SERVICES INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
A.F.L., C.I.O., C.L.C.  
LOCALS 204, 183, 478, 268 AND LONDON & DISTRICT  
SERVICE WORKERS' UNION, LOCAL 220

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.

*6/31/94*

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

DATED this *30th* day of *JUNE* 1994.

FOR THE UNION

FOR THE EMPLOYER

*Bill Turner*

*[Signature]*

*William Love*

*Anta Sawyer*

*Brenda R. Kozel*

*Vincent Pator*

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")  
("the Employer")

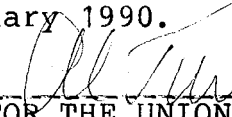
and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Unions" )

The Unions and Employers understand and agree that under current pension legislation and/or regulations the Employers have no requirement to fund any deficit in Plan but are required to contribute only that amount as required by the Collective Agreement then in force between the parties.


DATED at Toronto this 19th day of January 1990.

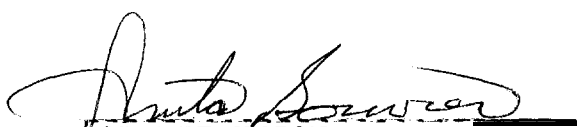
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FOR BEACON CAPITAL CORPORATION

  
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FOR THE UNION


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FOR DIVERSICARE I LIMITED  
PARTNERSHIP

  
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FOR THE UNION

  
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FOR EXTENDICARE HEALTH SERVICES

  
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FOR THE UNION

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FOR VERSA-CARE LIMITED

  
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FOR THE UNION

SEE ORIGINAL SIGNED DOCUMENT

  
\_\_\_\_\_  
FOR THE UNION

APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")  
("the Employer")

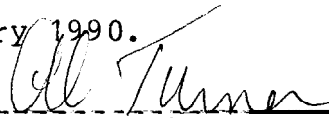
and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Unions" )


It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent that the Employers' 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution Plan.


DATED at Toronto this 19th day of January 1990.

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FOR BEACON CAPITAL CORPORATION

  
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FOR THE UNION

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FOR DIVERSICARE I LIMITED  
PARTNERSHIP

  
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FOR THE UNION

  
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FOR EXTENDICARE HEALTH SERVICES

  
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FOR THE UNION

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FOR VERSA-CARE LIMITED

  
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FOR THE UNION

SEE ORIGINAL SIGNED DOCUMENT





APPENDIX D

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")  
("the Employer")

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Unions")

The Unions agree that the Trustees appointed by them shall ensure that the funds transferred from the Employers for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

The Unions further undertake to provide actuarial valuation and investment performance statements to the Employers as they become available to the Unions or as is required by law, whichever is more frequent.

DATED at Toronto this 19th day of January 1990.

FOR BEACON CAPITAL CORPORATION

FOR THE UNION

FOR DIVERSICARE I LIMITED  
PARTNERSHIP

FOR THE UNION

FOR EXTENDICARE HEALTH SERVICES

FOR THE UNION

FOR VERSA-CARE LIMITED

FOR THE UNION

SEE ORIGINAL SIGNED DOCUMENT

APPENDIX E

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")  
("the Employer")

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Unions")

Re: Pension

The information pursuant to Article 40.10, Section .07 of the collective agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the Plan.

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

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

For further specificity, the items required for each eligible employee by article 40.10, Section .07 of the agreement are:

To be provided once only at Plan commencement

Date of Hire  
Date of Birth

Date of First Remittance  
Seniority List (for purpose of calculating past service  
credit)

B To be provided with each remittance

Name  
Social Insurance Number .  
Monthly Remittance  
Pensionable Earnings

C. To be provided once, and if status changes

Address to be provided to the Home  
Termination date when applicable

D To be provided once if they are readily available

Gender  
Marital Status

DATED at Toronto this 30<sup>th</sup> day of June 1994.

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FOR BEACON CAPITAL CORPORATION

[Signature]  
FOR THE UNION

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FOR DIVERSICARE I LIMITED  
PARTNERSHIP

[Signature]  
FOR THE UNION

[Signature]  
FOR EXTENDICARE HEALTH SERVICES

[Signature]  
FOR THE UNION

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FOR VERSA-CARE LIMITED

[Signature]  
FOR THE UNION

SEE ORIGINAL SIGNED DOCUMENT

[Signature]  
FOR THE UNION

APPENDIX F

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A" )  
("the Employer" )

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Unions" )

The following agreement does not form part of the Collective Agreement.

1. The parties acknowledge that the Union designated Pension Plan for Employees of Participating Ontario Nursing Homes (the "Plan") was not registered with the Ministry of National. Revenue or the Pension Commission of Ontario on January 1, 1989.
2. Notwithstanding such non-registration, the Employer and Employees have made and shall continue to make such contributions, as set out in the Collective Agreement expiring December 31, 1990.

DATED at Toronto this 19th day of January 1990.

FOR BEACON CAPITAL CORPORATION

FOR THE UNION

FOR DIVERSICARE I LIMITED PARTNERSHIP

FOR THE UNION

FOR EXTENDICARE HEALTH SERVICES

FOR THE UNION

FOR VERSA-CARE LIMITED

FOR THE UNION

SEE ORIGINAL SIGNED DOCUMENT

*Bill Turner*

*William Love*

*Anto Lovric*

*Brenda Lukich*

*Vincent Pitor*

LETTER OF UNDERSTANDING

Re: Sick Leave Certificate Issue

In the interim and without prejudice to either parties' view of the issue, the following rules will apply regarding payment for sick leave certificates.


1. 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.
2. In the alternative to 1. above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

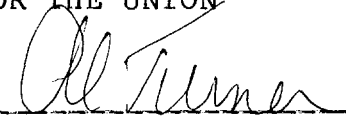

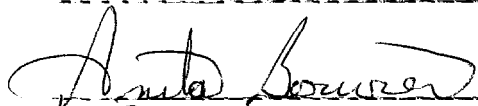
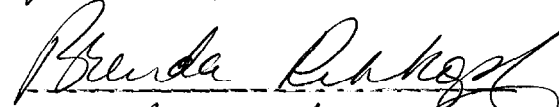

These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the arbitrator.

DATED this *30th* day of *JUNE* 19*94*.

FOR THE EMPLOYER

FOR THE UNION

  
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LETTER OF UNDERSTANDING


Re: Annual Medicals Required by the Nursing Home Act

The parties agree that the following will apply for the interim period and without prejudice to either parties' view of the matter until such time as the issue is resolved by M. Teplitsky.


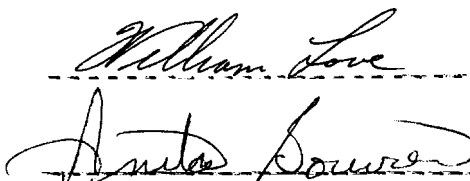
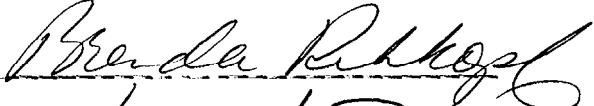
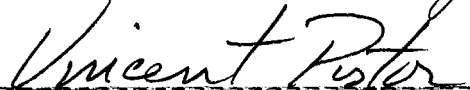
1. All existing letters or forms required of employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1st, 1993 from all personnel files of employees related to the issue of annual medical examinations.
2. The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto until such time as the matter is resolved as noted above. During the interim, in the event the Ministry of Health requires verification of an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

DATED this 30th day of JUNE 1994.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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LETTER OF UNDERSTANDING

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

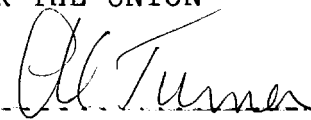

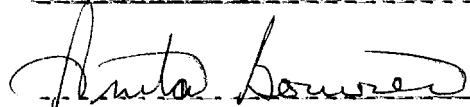
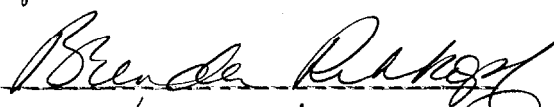
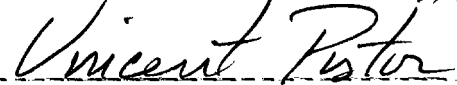
Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

DATED this 30<sup>th</sup> day of June 1994.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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LETTER OF UNDERSTANDING

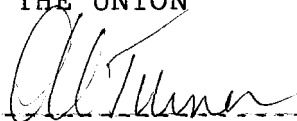
The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Pension Plan which may impact the Employer either financially, or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side. ✓

DATED this 30th day of June 1994.


FOR THE EMPLOYER

FOR THE UNION





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LETTER OF UNDERSTANDING



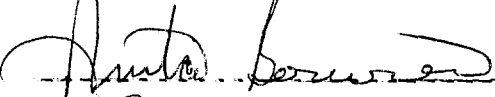
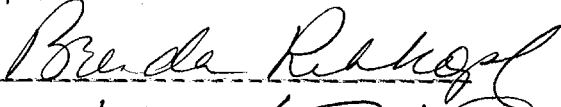
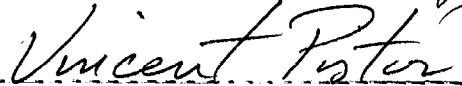
In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which may arise from the failure to collect the employee matching contribution. ✓

DATED this 30th day of JUNE 1994.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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