

Unit No. 74F

96

SOURCE	Union		
EFF.	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	96		
NOMBRE D'EMPLOYÉS	96		

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL PARK LODGES LTD.  
 (NURSING HOME AT ALBION ROAD, TORONTO)  
 (PART-TIME)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
 AFL - CIO - CLC

EFFECTIVE: JANUARY 1, 1993

EXPIRY: DECEMBER 31, 1994

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"his Agreement made this            day of            , 19 .

BETWEEN:

CENTRAL PARK LODGES LTD., owning and operating Central Park  
Lodge at **Albion** Road, Toronto, Ontario  
(hereinafter referred to as the "**Employer**")  
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
(The above Local chartered by  
**S.E.I.U., A.F.L., C.I.O., and C.L.C.**)  
(hereinafter referred to as the "**Union**")  
OF THE SECOND PART

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain bargaining relations between the Employer and those of its staff at its Nursing Home/Home for Special Care at **Albion Rd.**, Toronto, Ontario for whom the Union is the bargaining agent as set out in Article 2 of this Agreement and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions of such employees. It is the desire of the parties hereto to co-operate and harmoniously work together in the promotion of the highest standard of care for the residents in the Nursing Home/Home for Special Care.

ARTICLE 2 - RECOGNITION

2.01 The Employer **recognizes** the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at its Nursing Home mentioned in paragraph 1.01, hereto 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, save and except professional nursing staff, physiotherapists, occupational therapists, Supervisors, foremen, persons above the rank of Supervisor or foreman, office staff and employees covered under subsisting collective agreements.

### **ARTICLE 3 - RELATIONSHIP**

3.01 The Employer agrees that for the duration of this Agreement it will not enter into any other Agreement or Contract with any of the employees in the bargaining unit, either individually or collectively, which will not conform with the provisions of this Agreement.

3.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership or non-membership in the Union.

### **ARTICLE 4 - UNION SECURITY**

4.01 Employees who at the date of this Agreement are within the bargaining unit may become members of the Union if they wish to do so.

4.02 Union dues will be deducted from all members of the Union.

4.03 All employees shall as a condition of employment be subject to union dues deduction. Such deductions shall be made upon the completion of the first month of employment 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.

4.04 The Employer will supply the Union with the name, current address, social insurance number, and classification of the employees with the first dues deduction.

4.05 The Union shall save the Employer harmless from any claims that may arise either from any deduction for wages in respect of check-off of monthly assessments or any action taken at the request of the Union.

4.06 The Employer agrees that a Union representative shall be given up to fifteen (15) minutes time to interview each new employee prior to the completion of fifty (50) days' employment for the purpose of ascertaining if the employee wishes to become a Union member.

#### 4.07 Contracting Out

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 layoff of any employees other than casual part-time 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.

#### 4.08 Work of the Bargaining-Unit

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 layoff or reduction in hours of work of an Employee in the Bargaining Unit.

### ARTICLE 5 - STRIKES AND LOCKOUTS

5.01 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 Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

### ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that it is the exclusive function of the Employer:

1. To determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Home and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and **practices** from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations, the said new rules and regulations shall first be discussed in detail with the Union Committee and an opportunity afforded to the said Committee to make representation both at the local and head office levels of the Employer. It is agreed that

such rules will be posted on the bulletin board and a copy supplied to the Steward in the Nursing Home.

2. To hire, discharge, transfer, layoff, recall, promote, demote, classify, assign duties, suspend or discipline employees, provided that a claim by an employee who has completed his probationary period that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
3. To control the direction of the working forces, workloads and job content, the right to plan, direct, and control the operation of the nursing home; the right to introduce new and improved methods, facilities, equipment; the right to determine the amount of supervision necessary, the hours of work; the right to change, reduce or discontinue any operation or part of an operation; start and quitting times, number of shifts; combining or splitting up of departments, work schedules, and of shifts; the number of employees required for the Employer's purposes and the increase or reduction of personnel.
4. To exercise any of the rights, powers, functions or authority the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities as specifically abridged or modified by this Agreement.

6.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement; a claim that the Employer has so exercised these rights shall be the proper subject matter of a grievance.

#### ARTICLE 7 - UNION COMMITTEE **AND** REPRESENTATION

7.01 Where the Employer operates more than one Nursing Home and negotiations for any renewal or extension of this Agreement are conducted on a joint basis between any or all of the Employer's Nursing Homes, the Union will elect or otherwise select a Negotiating Committee consisting of one representative from each Nursing Home. An employee and member of the Negotiating Committee shall be paid his regular rate for all regularly scheduled working hours lost due to attending negotiations of this Agreement or its

successor, including all conciliation proceedings but excluding any arbitration proceedings.

7.02 Where negotiations are carried on individually for any or all of the Employer's Nursing Homes or where the Employer operates only one Nursing Home, it is agreed that the Union may elect or otherwise select a Negotiating Committee of one (1) employee.

The Employer will pay the regular rate of pay for no more than one (1) employee member of the Negotiating Committee for all regularly scheduled working hours lost due to attending negotiations of this Agreement or its successor, including all conciliation proceedings but excluding any arbitration proceedings.

7.03 The Employer and the Union accept and agree that one (1) member of the bargaining unit appointed or elected by the Union or the members of the bargaining unit, together with the business agent of the Local of the Union shall comprise a Union Committee. The employee so designated shall perform the duties of a Steward. Each such employee shall have a minimum of six (6) months' seniority and will have completed the probationary period.

7.04 The Employer acknowledges the right of the Union and the Steward to assist employees in dealing with or representing grievances to the Employer or its representatives.

7.05 The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer and that such person will not leave their regular duties without notifying their immediate Supervisor. The Steward may be permitted by his Supervisor during working hours to leave his/her post to assist in the presentation of a grievance. Such consent shall not be unreasonably withheld by the Supervisor. The Steward may be allowed by the Employer such reasonable time as is necessary while in conference with the Employer respecting negotiations for any renewal or extension of this Agreement, or the presentation or processing of any grievance in accordance with the provisions of this Agreement.

7.06 It is understood and agreed that the Employer may at any time require that grievances be presented and processed out-side of working hours if it considers that an undue amount of time is being consumed by any Steward during working hours.

7.07 The Employer agrees to advise the Union in writing with a list of Supervisors and the Manager, and to advise the Union promptly of

any change in the same; the Union agrees to advise the Employer in writing with lists of the Stewards and business agent of the Local of the Union and to advise the Employer promptly of any change in the same.

#### ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that grievances of employees shall be adjusted as quickly as possible. If any employee has a grievance, he or she will discuss it with his or her Supervisor within eight (8) days after the circumstances giving rise to the grievance have originated or occurred, and failing settlement, the grievance being a difference arising out of the interpretation, application, administration or alleged violation of this Agreement shall be dealt with in the following manner in sequence, provided it is presented within five (5) days following the Supervisor's decision.

##### Step No. 1

Within five (5) working days after the verbal decision has been given pursuant to 8.01 and if further action is to be taken, then the employee, who may request the assistance of his or her Steward or any agent or representative of the Union, shall submit the grievance, in writing, dated and signed, to the Administrator of the Home. A meeting will then be held between the Administrator or his designated representative and the employee.

It is understood that at such 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 business agent 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. 2

Failing settlement of the grievance at Step No. 1, and if further action is to be taken then, within seven (7) days after the decision is given in Step No. 1 the grievance, in writing, dated and signed shall be submitted to the Administrator of the Home for onward transmission to the appropriate Vice President of the Division. A meeting may then be held between the Vice President of the Division or his designate and the employee within ten (10) days.



It is understood that at such meeting the Vice President of the Division or his designate may have such counsel and assistance as he may desire and that the employee may have his Steward, and that the business agent of the Union 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 Vice President of the Division or his designate shall be given in writing to the Union within seven (7) days following the meeting.

### Step No. 3

Should the Vice President of the Division or his designate fail to render his decision as requested in Step No. 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 ten (10) working days after the decision in Step No. 2 is given or within fifteen (15) working days following the meeting under Step No. 2 of the Grievance Procedure, the grievance shall be deemed to have been settled or abandoned.

### 8.02 Discharge Grievances

A claim by an employee who has completed his probationary period that he has been discharged for other than just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator of the Home within five (5) calendar days after the discharge was given and the grievance shall be processed commencing at Step No. 2 and continuing to Step No. 3 if required.

### 8.03 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration. The other party to the Agreement shall within ten (10) days thereafter nominate its member to the Board of Arbitration, and the two so nominated shall endeavour within ten (10) days after their appointment to agree upon a third person to act as Chairman of the Board of Arbitration.

8.04 If the nominees are unable to agree upon a third person within ten (10) days after their appointment, then a third person shall be appointed by the Arbitration Commission for the Province of Ontario to act as Chairman of the Board of Arbitration.

8.05 The said two arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the latter of them or prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the grievance submitted to arbitration with a view to mutual settlement of the grievance so submitted by the parties, or either of them.

8.06 Should a grievance not be submitted within the various time limits specified in this Article, the Employer will not be obliged to consider it and the same shall expire and the same subject matter shall not be further considered nor the subject of a further grievance.

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

8.08 Each of the parties shall pay the expense of their own arbitrator and one-half of the fees of the Chairman.

8.09 Where it appears that two or more employees have the same grievance or the same type of grievance, the Union shall process the grievances simultaneously and consecutively on all levels of the Grievance Procedure, if necessary, subject to all applicable provisions under the Grievance Procedure.

It is understood that each grievor shall have the right to make his own submission at each level of the Grievance Procedure.

8.10 If there should be an accumulation of grievances to be referred to arbitration, one Board of Arbitration shall be constituted to deal with all such grievance disputes.

8.11 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only 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.

8.12 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, nor shall any practices or customs become binding unless reduced to writing by the Union and the Employer. 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.

8.13 All agreements reached under the Grievance Procedure between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved. The decision of the Arbitration Board shall be final and binding upon the parties and any employee affected by it.

8.14 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.

#### 8.15 Employee Record/File

- (a) Letters of Reprimand shall be removed from an employee's record one (1) year after the date of reprimand providing during that one (1) year period there have not been any other letters of reprimand given to the employee.

The employee will be given a copy and a further copy will be sent to the Union Office of any written warning to be placed in an employee's file, pertaining to discipline.

- (b) Each employee shall have reasonable access to his file for the purposes of reviewing any evaluation or formal disciplinary notations contained therein in the presence of his supervisor.

- (c) Each employee shall be given a copy of his evaluation.

8.16 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 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 Home.

8.17 Any time limits referred to in the Grievance Procedure or in respect of arbitration within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturdays, Sundays and paid holidays (as declared).

8.18 If a complaint be submitted as a grievance or if a grievance be submitted to arbitration it shall be accompanied by a written statement which shall clearly set forth the nature of the grievance, the parties involved, the remedy sought, the reason relied upon and the clause or clauses of this Agreement said to be violated, all in clear and concise terms.

8.19 Where the Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Employer for cause and there is no specific penalty for the infraction agreed to by the Employer and the Union as comprising a part thereof, the Arbitration Board may substitute such other penalty for the discharge or penalty as the Arbitration Board deems just and reasonable in all the circumstances.

#### 8.20 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 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 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.

#### 8.21 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 at Step No. 1 of the Grievance Procedure, providing that it is presented within ten (10) working days

fter 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.

#### 8.22 Employer's Grievance

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

#### ARTICLE 9 - PROBATION PERIOD

9.01 A newly hired employee must successfully complete a probationary period of fifty (50) days worked or three hundred and seventy-five (375) hours worked in a nine (9) month period (which would include days not worked but paid for by the Employer) whichever is the longer.

9.02 The dismissal of a probationary employee and any other seniority related issue shall not be the subject of a grievance, although an employee shall be entitled to the assistance of the Union in settling a grievance, other than dismissal and any other seniority related issue, in accordance with the Grievance Procedure herein set forth.

#### ARTICLE 10 - SENIORITY

10.01 Employees covered by this agreement shall not accumulate seniority unless specifically stipulated otherwise. It is understood that the Employer will keep a record of hours worked within the bargaining unit. For employees who have successfully completed their probationary period and upon acceptance for full-time employment, an employee shall be credited for one (1) month

seniority for each 162.5 hours consecutively worked with the bargaining unit immediately prior to the acceptance for the full-time employment. This provision does not apply to students employed during the school vacation period because they do not accumulate seniority in the period(s) of employment.

10.02 Employees within their position classification will progress from Probation Rate to the One Year Rate and so on on the basis of 1800 hours worked from their date of hire; further wage progression within the position classification will be based on the completion of 1800 hours worked at each level in the wage grid.

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 purpose of computing eligibility to progress to the next higher rate within the position classification. Should an employee not work at any time in any six (6) consecutive months, the employee shall be paid at the start rate for work performed thereafter and shall progress to the 1 and 2 year rate in accordance with the foregoing provisions.

10.03 A seniority employee shall be deemed to have quit the employ of the Home if he or she:

- (a) voluntarily quits, retires or is retired, subject to Article 12.01 of this Agreement from the employ of the Employer;
- (b) is discharged for just cause and the discharge is not reversed through the Grievance Procedure;
- (c) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given then such employee shall be deemed to have quit the employ of the Employer without notice;
- (d) leaves the Home premises during regular working hours without the permission of the employee's immediate Supervisor or the registered nurse on duty;
- (e) fails to report for work within seven (7) calendar days after being notified by the Employer following layoff.

10.04 The Employer and the Union **recognize** that the attitude, ability and efficiency of individual employees affect to a large

extent the care, welfare, safety and comfort of residents in the home.

10.05 The Employer will prepare a seniority list of all employees in the bargaining unit subject to the provisions of paragraph 10.01. The list will be prepared alphabetically showing the employees' names, classifications and seniority in hours worked. The list will be supplied to the Union office in January and July of each year. Employees will have thirty (30) calendar days from the date of posting such lists to bring to the attention of management any discrepancies in the lists. Failure to do so will result in the list remaining unamended.

10.06 An employee leaving the employ of the Employer at the Albion Road Nursing Home (as a result of a change in residence) who applies for a similar position within forty-five (45) days thereafter and is accepted for employment at the Employer's Nursing Home in Thunder Bay, Ontario, shall retain his seniority for the purpose of vacation entitlement, and wage level based on seniority in accordance with overall Company seniority. The employee shall advise the Employer when making such application that he has previously been employed by the Employer at the Albion Road Home.

10.07 The Employer shall give a minimum of two (2) weeks' notice of termination of employment or shall pay a minimum of two (2) weeks' wages in lieu of notice except in cases of dismissal for cause or termination during the probationary period. Notwithstanding the foregoing, in the event that the Employer must by law provide a longer notice of termination or pay a greater sum in lieu of notice, the Employer must provide such longer notice or pay such greater sum. Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

10.08(a) Temporary Transfers

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

(b) Effective November 1, 1986 when the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee for a period of in excess of one

shift, the employee shall receive Three Dollars (\$3.00) per shift. This payment will only be made when the responsibilities are performed for an entire shift.

#### 10.09 Permanent Job Transfers

##### (a) Transfers to Lower Rated Classification

If an employee is transferred by the Employer to a lower rated classification, the employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification subsequent to the date of transfer; provided, that if the employee is at the maximum in the present classification, the employee shall receive not less than the maximum level of the lower rated classification.

##### (b) Transfers to Higher Rated Classification

If an employee is transferred by the Employer to a higher rated classification, the employee shall receive in the new classification the next rate above the employee's present wage rate and shall progress within the scale for such higher rated classification according to hours worked within such higher rated classification subsequent to the date of transfer.

(c) An employee whose status is changed permanently from part-time to full-time shall receive credit for her part-time 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 pro-rated at the time of transfer.

##### (d) 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.

#### 10.10 Job Posting

(a) In the event new jobs are created or vacancies occur in existing classifications, the Employer shall post such



new job or vacancies or any subsequent vacancies for a period of ten (10) working 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.

- (b) If no applications are received by 10:00 a.m. on the fourth (4th) day following the posting date, the Employer may start proceedings to secure applications from outside labour sources.
- (c) In the event that two (2) or more employees apply, the Employer shall consider hours worked in the classification, skill ability and physical fitness of the applicant. As between two (2) of equal standing, the employee with the highest number of hours worked in the classification shall govern. The management reserves the right to hire outside help provided in their opinion the applicants are not capable of performing the work required. The Union acknowledges that in the matters of promotions and transfers within the Home, the Employer's judgement reasonably exercised as to the efficiency and the suitability of any employee for any particular task, must be accepted and that the function of the Union in dealing with complaints or grievances arising out of such promotions and transfers will generally consist of satisfying itself that the above procedures have been followed, and that all relevant facts and circumstances have been adequately and justly considered by the Employer and any grievance arising out of promotions and transfer shall be confined to these considerations.

All copies of job postings and reports of their finalization shall be submitted to the chief steward within two (2) days of their occurrence, exclusive of Saturdays, Sundays and paid holidays.

- (d) Successful applicants shall be placed on trial in the new position for a period of up to 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 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.

- (e) It is agreed that successful applicants of the job posting procedure will not be permitted to reapply for any other posted job vacancies for a period of six (6) months or 975 hours worked whichever is the greater.
- (f) Only the original job and first vacancy from a successful applicant will be posted. Vacancies arising out of the second posting will be filled by the Employer.
- (g) When vacancies are posted for positions in the Full Time Bargaining Unit and no applicants within the Full Time Bargaining Unit **are successful in obtaining the position**, applications submitted for such postings from suitable Part Time employees, in the opinion of the Employer reasonably exercised, will be considered prior to consideration of persons not employed by the Home. In the event that one or more Part-time employees apply, the Employer shall consider the qualifications, suitability, experience and accumulated hours of the applicant. Where these factors are equal, the applicant with the most hours worked shall fill the vacancy provided she can perform the work.

### 10.11 Seniority and Service

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 of required notice for individual employees.

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 employees 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

### 10.12 Layoff Procedure

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

(i) accept the layoff; 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.

### 9.13 Recall Rights

- (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 qualification 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 purpose 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 employee 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 on the second date of mailing) and return to work within seven (7) calendar 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

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.

#### ARTICLE 11 - HOURS OF WORK

11.01 The normal hours of work for an entire shift shall be a seven and one-half (7 1/2) hour daily shift excluding meal period. This is not to be construed as a guarantee of hours worked per day or per week or of days per week. Employees who are scheduled for an eight (8) hour shift shall be entitled to one-half (1/2) hour for lunch without pay. The Employer will use its best efforts to **ensure that such one-half (1/2) hour period is uninterrupted.** It is recognized that emergent situations do arise, and at such times the employees may be requested to interrupt their lunch period.

11.02 In order to provide the Home with twenty-four (24) hours continuous service during the seven (7) days in each week, all employees may be required to rotate their hours worked over three (3) shifts as necessary. The Employer will pay a premium of 25 cents (twenty five cents) per hour to each employee working a shift ending or commencing between the hours of 10:30 p.m. - 12:00 o'clock midnight. Shift premium will not be paid for any hour in which an employee received overtime premium and shift premium shall not form part of the employee's straight time hourly rate. The shift premium will be twenty-eight (28) cents per hour worked.

11.03 If a part-time employee scheduled on the duty roster cycle (exclusive of any work on a relief or call-in basis) to work and does actually work over thirty (30) hours per week in excess of

seventeen (17) consecutive weeks per twelve (12) month period ending on May 31st of each year, he (she) may then be considered for eligibility into the full-time unit subject to the mutual agreement of the Employer and the Union. In addition, if an employee enters the full-time unit by mutual agreement but does not continue to be scheduled and works more than twenty-two and one-half (22 1/2) hours each and every week (exclusive of relief work), he/she shall automatically revert back to the part-time unit.

Employees who are covered by this Agreement may be requested by the Employer to work more than twenty-two and one-half (22 1/2) hours per week averaged over the duty roster cycle, for example during the summer months, at Christmas/New Year period and at least on alternate paid holidays, and to replace an employee who fails to report for her scheduled shift if requested at any of these times, and the Employer will endeavour to distribute the additional hours as equally as possible amongst the part-time employees. It is understood that the Employer will **recognize** the integrity of the part-time position and will not make unreasonable requests for additional work from part-time employees. However, it is understood and agreed that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal being instituted by the Employer.

11.04 Authorized work performed in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours biweekly will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly earnings, as set forth in Schedule "A". An employee who is absent on paid time during his scheduled work week because of Workers' Compensation, paid holidays, or vacation shall be considered as if he has worked during his regular scheduled hours during such absence for the calculation of eligibility of overtime rates.

11.05 Each employee shall be entitled to two (2) fifteen (15) minute rest breaks per seven and one-half (7 1/2) hour shift of the employee's regular work day.

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

- (a) is not scheduled to work more than seven (7) consecutive days;

- (b) has a minimum of five (5) weekends off in every twenty-four (24) week period, at least one (1) of which is to be scheduled in each five (5) week period;
- (c) may exchange shifts with another employee in the same department provided that no cost to the Employer results.

11.07 Shift schedules covering a two (2) week period will be posted for two (2) weeks in advance. Employee requests for specific days off must be submitted in writing to the Department Head one (1) week in advance of posting.

11.08 If an employee's request for time off in accordance with the provisions of paragraph 11.06 and 11.07 above results in a conflict within 11.06 and 11.07 above, said request and the granting of such shall not be deemed a violation of this Agreement because of the employee's individual request.

#### 11.09 Call In

- (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 period who shall qualify for overtime on a call in basis for hours in excess of seventy-five (75) hours of work in the two (2) week period.
- (c) Where the call in is within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided he completes the shift for which he 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 12 - RETIREMENT**

12.01 It is understood and agreed that employees who have attained age 65 shall be subject to annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer their employment may be continued. When at any time in the opinion of the Employer, they are not so capable they shall be retired. It is understood and agreed that the foregoing does not restrict the Employer's right to retire employees.

## **ARTICLE 13 - PHYSICAL EXAMINATIONS**

13.01 Before final acceptance for employment all applicants will be required to pass a physical examination by their own doctor at their expense. This examination will include x-rays and such laboratory tests as are deemed necessary for the protection of the employee and the Home and the results of which shall be made available to the Employer prior to the **expiry** of the probationary period. If an employee is assigned to work before the results of the physical examination are delivered to the Employer, it is understood that the continued employment is pending upon the results of the physical examination. If the employee is unable to arrange for such inclusive examination, the Employer shall arrange such examination at the employee's expense.

13.02 Subsequent physical examinations and x-rays may be required by the Employer for the benefit of the employee and the Home. In the event the Employer requires an employee who is scheduled to work to undergo a medical examination on that day, 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 further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

### 13.03 Annual Medical

The employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of

Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

#### 13.04 Sick Leave Certificate

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

#### ARTICLE 14 - BULLETIN BOARD

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

#### ARTICLE 15 - VACATIONS

15.01 Employees covered by this Agreement shall receive vacation pay equal to four per cent (4%) of gross earnings for work performed up to May 31 in any year from June 1 of the previous year. Effective with vacations calculated after May 31, 1989, the designation of 1800 hours worked as designated in section (a), (b) and (c) shall be changed to 1800 hours paid.

- (a) Employees who have worked more than 1800 hours but less than 5400 hours will receive the equivalent of four per cent (4%) of gross earnings for each 1800 hours worked in the period ending May 31 from June 1 of the previous year.
- (b) Employees who have worked more than 5400 hours but less than 18000 hours with the Employer will receive the equivalent of six per cent (6%) of gross earnings for each 1800 hours worked in the period ending May 31 from June 1 of the previous year.
- (c) Employees who have worked more than 16,200 hours will receive the equivalent of eight percent (8%) of gross

earnings for each 14400 hours worked in the period ending May 31 from June 1 of the previous year.

- (d) Employees who have worked more than 27000 hours will receive the equivalent of ten percent (10%) of gross earnings for each 1800 hours worked in the period ending May 31 from June 1 of the previous year.

15.02 Employees are expected to provide advance notice to the Employer of the date they are scheduled to be on vacation. Their vacation pay for such time if requested three weeks in advance, or by the existing vacation schedule procedure, will be provided on a Separate Vacation Pay Advance Cheque.

#### ARTICLE 16 - LEAVE OF ABSENCE

16.01 It is agreed that the Employer will grant leave of absence without pay to employees for attendance at Union schools and conventions, providing that there is not more than one (1) employee on such leave at the same time and further providing that at least three (3) weeks' notice is filed with the Manager of the Home.

16.02 It is agreed that the granted time off in accordance with article 16.01 shall be a maximum of twelve (12) days per employee per calendar year.

16.03 It is understood and agreed that where such leave of absence for attendance at Union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of leave of absence and then submit an account to the Union for the employee(s) wages together with any other administrative costs.

#### 16.04 Leave of Absence for Pregnancy

Preamble

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

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act,

and may begin no earlier than 17 weeks before the expected birth date.

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

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

Additional leave of absence may be taken under Parental Leave.

- (d) Notwithstanding Article 16.04(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

An employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits.

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

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

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

- (e) An employee who does not apply for leave of absence under Article 16.04(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted a leave of absence in accordance with Article 16.04(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;
- (f) 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 as prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) 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, and former shift if designated.

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

- (h) Where the Employer has suspended or discontinued operations during the leave of absence and has not

resumed operations upon the **expiry** thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time 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 16.04(g).

- (i) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and weekly indemnity plan cannot be used.
- (j) 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.
- (k) Upon **expiry** of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 22.04(1) of this agreement. the employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- (l) **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 a 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 thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and

shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first **time**.

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

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

- (e) For purposes of parental leave under Article 16.04(l) Parental Leave, the provisions of Article 16.04(f), (g), (h), (i), (j), (k) shall also apply.

#### 16.11 Bereavement Leave

- (a) 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 funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days and does not include pay for days off. If the funeral is not attended the said leave shall be limited to one (1) day.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) 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.

- (f) Where it is necessary because of distance, the employee may be provided up to three (3) days' additional unpaid leave.

16.12 Paid Educational Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- (b) Effective the first day of the month following notice of ratification of the Agreement, where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (c) 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 the specific date of return.

ARTICLE 17 - REGISTERED RETIREMENT SAVINGS PLAN

17.01 On the effective date, all unionized Service Employees represented by the Service Employees International Union, Locals 204 & 268 who have successfully completed six (6) months of service or nine hundred and seventy-five (975) hours worked (which would include days not worked but paid for by the Employer) whichever is the longer shall be eligible for entry into the Plan. Participation is mandatory for all full-time and regular part-time employees (22.5 or more hours per week). For casual employees, participation is on a voluntary basis.

Application to join or suspend participation can be made at any time after you have attained nine hundred and seventy-five (975) hours worked or six (6) months of service.

17.02 Effective July 1, 1990, or at date of entry to the Plan, the employee and the Employer shall contribute **4%** of earnings.



These contributions will be deducted on each bi-weekly pay the employee receives from the Employer. The deductions will be shown on each bi-weekly pay cheque.

Earnings is defined to include the following:

- Regular Wages
- Overtime Premium
- Shift Premium
- Vacation Pay
- Sick Leave payments paid directly by the Employer

Investment Options:

Each eligible employee must determine in which fund to invest both his own and the Employer's contributions.

Options for investment shall be:

- One Year Guaranteed Interest Contract
- Five Year Guaranteed Interest Contract
- Balanced Fund
- Common Stock Fund

17.03 Employees may choose to invest one hundred percent (100%) in one of the above or fifty percent (50%) in each of two of the above. Investment decisions may be changed by submitting the appropriate forms to the Employer during the period May 15th to June 15th of each year to be effective the following July 1st and during the period November 15th to December 15th of each year to be effective the following January 1st.

Employees also have the option of opening a spousal account, as long as the total Registered Retirement Savings Plan contributions do not exceed the allowable limit. For appropriate forms, employees should contact the Manager.

17.04 Employees on termination of employment with the Employer shall notify the Employer of their decision to either transfer the full value of their Account to another Registered Retirement Savings Plan or to receive the full value of their account by cheque. All payments made directly to the employee by cheque are subject to withholding Income Tax and are considered as Taxable Income by Revenue Canada.

17.05 Administration fees as charged by the carrier shall be debited directly from the employee's account.

17.06 Twice each year, employees will receive a statement outlining the contributions and the accumulated value of their account as at March 31st and September 30th.

17.07 Two (2) Employer representatives and two (2) Union representatives shall form the Retirement Savings Plan Committee. This committee shall meet initially to oversee the establishment of the retirement Savings Plan with the Plan Administrator. The Committee shall meet bi-annually thereafter, on or about May 1st and November 1st, to review the statistics of the Plan and also analyze and resolve administrative problems encountered with the Plan. The costs associated with meetings of the Retirement Savings Plan Committee shall be borne equally by the Employer and the Union.

17.08 Effective March 31, 1995, Employer and employee contributions to the Group RRSP shall cease. Employees shall be entitled to roll the funds in their existing RRSP into a private plan or withdraw the funds.

17.09 Pension Plan for Employees of Participating  
Ontario Nursing Homes

Section .01

Commencing April 1, 1995, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (4%) 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 four percent (4%) of applicable wages.

Section .02

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 . 03

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

Section .04

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 .05

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 .06

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis, 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.

**ARTICLE 18 - PAID HOLIDAYS**

18.01 An employee shall qualify for holiday pay if he/she has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a holiday. Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) days or more in proportion to the normal hours worked by a full-time employee multiplied by the employee's regular hourly rate of pay.

18.02(a) The following are paid holidays for seniority employees pursuant to article 18.01 and 18.04. The intent is that there shall be no more than ten (10) paid holidays.

- |                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Victoria Day   | Remembrance Day  |

Canada Day

Christmas Day

Boxing Day

(b) There shall be one (1) additional paid holiday on the second or third Monday in February. The understanding is that the additional holiday will correspond with Heritage Day. The intent is that there shall be no more than ten (10) paid holidays. If another Federal, Provincial, or Municipal holiday should be proclaimed during the term of the Collective Agreement, such holiday would replace one of the designated holidays in the Collective Agreement.

18.03 During the term of this Agreement, any employee who works on a paid holiday will be paid on the basis of one and one-half (1 1/2) times the rate set out in Schedule "A" for all hours actually worked plus what they would have received for not working if they qualified under 18.01 and 18.04.

18.04 In order to qualify for paid holiday pay, the employee must work his full scheduled shift immediately preceding and immediately following the **paid** holiday concerned, unless excused in writing by the Employer. Provided that if an employee is absent from the said shift or either of them as a result of illness, he shall nevertheless be entitled to pay for the holiday. The Employer may require that an employee absenting himself on such account shall, prior to receiving pay for such holiday, furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to illness. The provisions of this paragraph shall apply to only one (1) illness during the entire year excepting at Christmas where it would be limited to two (2) holidays.

#### ARTICLE 19 - JOINT HEALTH AND SAFETY COMMITTEE

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness. One (1) member shall be included from the part-time group in the Home's Joint Health and Safety Committee.

19.02 A joint management and employees' Health and Safety Committee shall be constituted with representation of at least one-half (1/2) 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 any potential

hazards, 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.

19.03 Two (2) representatives of the Joint Health & Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health & 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 cause 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.

19.04 The Joint Health & 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 incidents of occupational injuries, and such other data as the Workers' Compensation Board may decide to disclose.

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

## ARTICLE 20 - JURY DUTY

20.01 An employee required to serve jury duty shall be paid the difference between what he would have earned for his scheduled hours, (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his supervisor as soon as possible after receipt of notice of selection for jury duty. The

employee will come to work during those regularly scheduled hours when he is not required to attend at court.

- (a) Where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the performance of the employee's duties on the premises of the Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the day and as a result the employee is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate. It is agreed if this occurs on the employee's scheduled working day the employee will be paid as above.

20.02 The provisions of paragraph 20.01 and 20.01(a) apply to all employees covered under this Agreement except students employed during the school vacation period.

#### 20.03 Pay Cheques

In the event of an error on the employee's pay cheque, 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 one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

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

21.01 The Employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home. In requesting such leave of absence, the Union must give twenty-one (21) days' clear notice to the Employer, to be confirmed by the Union in writing.

21.02 It is understood and agreed that where such leave of absence for attendance at Union schools and conventions is granted, the Employer will continue to pay the employee (for the period of

-he leave of absence) and then submit an account to the Union for the employee's wages together with any other administrative costs.

**ARTICLE 22 - INTERPRETATION**

22.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement which employees are within the bargaining unit and for whom the Union is **recognized** as the bargaining agent. The provisions of this Agreement shall be read with all **gendrical**, grammatical, singular and plural changes as required by the circumstances.

22.02 For clarification purposes of when a statutory 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.

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

22.04 There shall be no pyramiding of benefits or payments.

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

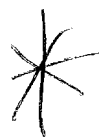
**ARTICLE 23 - SHARED COSTS OF PROVIDING A COLLECTIVE AGREEMENT**

23.01 It is agreed that the Employer and the Local Union will share equally in any costs of duplicating the collective agreement.

**ARTICLE 24 - NOTICE**

24.01 Any notice to any employee under this Agreement may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, or by telegram and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

4.02 Payment in Lieu of Benefits



Employees will receive an additional one dollar (\$1.00) per hour worked in lieu of benefits. These benefits include but are not restricted to the following: Life Insurance, Major Medical, Vision Care, Dental Plan and Uniform Allowance.

ARTICLE 25 - INVALIDITY

25.01 In the event of any legislation now in force or hereafter enacted invalidating the application of any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 26 - TERMINATION

26.01 This Agreement shall come into effect January 1, 1993 and will continue in effect until December 31, 1994. Thereafter it shall continue automatically in annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.

26.02 There will be a reopener in the second year of the agreement effective January 1, 1994.

26.03 In the event such notification being given as to the amendment of this Agreement, negotiation between the parties shall begin within fifteen (15) days following receipt of notification, unless otherwise agreed to by the parties.

26.04 If pursuant to such negotiations, an agreement, or the renewal, or the amendment, of this Agreement is not reached prior to the expiration date of this Agreement, the Agreement shall expire at such expiry date, unless extended by mutual agreement of the parties.

ARTICLE 27 - RATES OF PAY

27.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay therefor. Employees shall be paid for all hours worked in



accordance with such rates. If the Employer establishes a new classification, it will be discussed with the Union in advance.

27.02 Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit with the effect from the dates set out therein. The parties agree that said schedules and contents thereof shall constitute part of the Agreement. It is further agreed that if any new classifications within the scope of the certificate or certification are created within the lifetime of this Agreement wage rates for such classification shall commence to be negotiated between the Corporation and the Union not later than 14 calendar days after the Corporation establishes any such classification. Failure to mutually agree on either a new classification or rate of pay for the same, shall be the subject matter of a grievance for the purpose of this Agreement.

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

27.03 With respect to the Health Care Aide classification, it is agreed that the incumbent must possess a certificate or diploma from a duly accredited and **recognized** institution. The Employer agrees to **recognize** any equivalent certificate or diploma which it has previously accepted as being equivalent.

27.04 Retroactivity will be paid for all hours paid by the Employer to all current employees on the payroll as of January 1, 1993 and to all newly hired employees since that date on the current payroll. Retroactivity will be paid by separate cheque within two (2) **bi-weekly** pay periods pursuant to the Award of the Board of Arbitration, or official notice of ratification whichever is the case.

Employees covered by this Collective Agreement who have terminated their employment since January 1, 1993 and who are owed retroactive pay shall have thirty (30) days from the date of ratification to notify the Employer and claim any payment due him/her. Failing claim for payment, the Employer shall not be further obligated for payment to such employee.

#### ARTICLE 28 - LABOUR/MANAGEMENT COMMITTEE

28.01 The Labour/Management Committee will meet every second (2nd) month, unless otherwise mutually agreed.

ARTICLE 29 - UIC PREMIUM REDUCTION

29.01 The Employer recognizes its obligations under the Employer Health Tax.

29.02 The employee's 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.

IN Witness whereof the parties have signed this Agreement.  
DATED at Toronto this 10 day of January 1976.

CENTRAL PARK LODGES

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204

*D. Kingelin*

*Maureen  
G. Stephenson*

CM/OP

SCHEDULE "A"

NURSING HOME/HOME FOR SPECIAL CARE  
 AT TORONTO  
 WAGE SCHEDULE AND JOB CLASSIFICATIONS  
 EFFECTIVE JANUARY 1, 1993

Classification	Probation	Start	1 Year	2 Years
Domestic, Laundry, Dietary	11.90	12.10	12.50	12.89
Aides/Attendants	12.05	12.25	12.62	13.05
Activity Aide	12.29	12.49	12.87	13.27
Qualified Health Care Aide (working Aide/Attendant classification)	12.29	12.49	12.87	13.27
Assistant Cook	12.69	12.89	13.30	13.70
R.P.N. (Formerly RNA)	14.29	14.49	14.89	15.28
Janitor	11.90	12.10	12.50	12.89
Handyman	12.05	12.25	12.67	13.06

Note 1. Probationary Rate 20 cents per hour less than the start.

SCHEDULE "A"

NURSING HOME/HOME FOR SPECIAL CARE  
 AT TORONTO  
 WAGE SCHEDULE AND JOB CLASSIFICATIONS  
 EFFECTIVE JANUARY 1, 1994

Classification	Probation	Start	1 Year	2 Years
Domestic, Laundry, Dietary	12.02	12.22	12.62	13.02
Aides/Attendants	12.17	12.37	12.75	13.18
Activity Aide	12.41	12.61	13.00	13.40
Qualified Health Care Aide (working Aide/Attendant classification)	12.41	12.61	13.00	13.40
Assistant Cook	12.82	13.02	13.43	13.84
R.P.N. (Formerly RNA)	14.43	14.63	15.04	15.43
Janitor	12.02	12.22	12.62	13.02
Handyman	12.17	12.37	12.80	13.19

Note 1. Probationary Rate 20 cents per hour less than the start.

APPENDIX A

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The Company and Union will jointly research the implementation of a Canada Savings Bond Employee Purchase Program. Should it be possible for such a plan to be provided by the Employer at minimal administrative cost, then such plan will be implemented as soon as possible.

Signed at *TORONTO* this *10* day of *JANUARY* 19*96*.

CENTRAL PARK LODGES LTD.

PER:

*D. Kergelin*

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204

PER:

*MacDuttl*

*Li Stephens*

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

The Union and Employer understand and agree that under current pension legislation and/or regulations, the Employers have no requirement to fund any deficit in the 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 *10* day of *January* 1996.

CENTRAL PARK LODGES LTD.

S.E.I.U., LOCAL 204

Per:

Per:

*D. Kogelin*

*M. B. B. B.*  
*A. Stephens*

APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

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

Dated at Toronto this *10* day of *January* 19*96*.

CENTRAL PARK LODGES LTD.  
Per:

S.E.I.U., LOCAL 204  
Per:

*D. Kugel*

*MacLellan*  
*G. Stephens*

APPENDIX D

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

The Union agrees that the Trustees appointed by it shall ensure that the funds transferred from the Employer for and on behalf of its employees to the Plan will be invested in accordance with the applicable legislation.

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

Dated at Toronto this 10

day of January 1996.

CENTRAL PARK LODGES LTD.

S.E.I.U., LOCAL 204

Per:

Per:

*D. Kingelin*

*M. Little*  
*G. Stephenson*



APPENDIX E

LETTER OF UNDERSTANDING

BETWEEN

CENTRAL PARK LODGES LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204

Be.: -Pens-ion

The information pursuant to Article 17.09 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 17.09, Section .06 of the agreement are:

A. 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)

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 10 day of Jan 1996.

CENTRAL PARK LODGES LTD.  
Per:

S.E.I.U., LOCAL 204  
Per:

D. Kugelis  
\_\_\_\_\_  
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Ma Alto  
A. Stephana  
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LETTER OF UNDERSTANDING

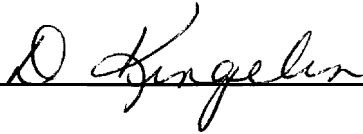
The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or on the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein & Partners will be retained to adjudicate the issue and the auditor's cost will be shared equally by the Employer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

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

Dated at Toronto this 10 day of Jan 1996.

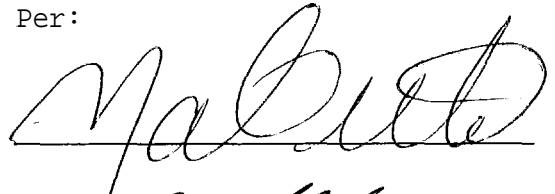

CENTRAL PARK LODGES LTD.

Per:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S.E.I.U., LOCAL 204

Per:

  
  
\_\_\_\_\_  
\_\_\_\_\_

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.