

Unit No. 88

SOURCE	
EFF.	1/1/81
TERM.	7/8/81
No. OF EMPLOYEES	100
NOMBRE D'EMPLOYÉS	100

COLLECTIVE AGREEMENT

BETWEEN

LEISUREWORLD INC.
TORONTO, ONTARIO

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFL - CIO - CLC

SERVICE UNIT FULL-TIME

EXPIRY: DECEMBER 31, 1998

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COLLECTIVE AGREEMENT

BETWEEN:

LEISUREWORLD INC.
Toronto, Ontario
(hereinafter referred to as "the Home")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204,
AFL-CIO-CLC
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions and to provide a means whereby employees may place before the Home grievances they may have for their prompt and equitable disposition.

ARTICLE 2 - RECOGNITION

2.01 The Home recognizes the Union as the sole collective bargaining agent for all of its employees in Metropolitan Toronto, save and except registered nurses, physiotherapists, occupational therapists, supervisors or foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than 24 hours per week, and students employed during the school vacation period.

2.02 The Home will not enter into any other agreement or contract with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

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

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

ARTICLE 3 - STRIKES AND LOCKOUTS

3.01 The Home will not cause or direct any lockout of its employees and the Union will not cause or direct any strikes.

3.02 The definition of the terms "lockout" and "strike" as used in sections 3.01 above, shall be in accordance with the Labour Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

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

- (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 Home 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 Home 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 for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (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 5 - UNION SECURITY

5.01 As a condition of employment, the Home shall deduct monthly from each employee in the bargaining unit, subject to the provisions of section 5.02 hereof, a sum equal to Union dues as certified by the Union, and shall remit such sums to the Union not later than the 20th day of the same month to the Secretary-Treasurer of the Local Union, along with a list of employees who have terminated their employment in the preceding month, and the name, address, and postal code of the employees who have completed their probationary period in the preceding month. New lists of employees forwarded with the dues sum shall set out the individual employee amounts paid.

5.02 Such deduction with respect to new employees or employees who, on the date of signing this Agreement have not completed a probationary period, shall become effective upon the first regular deduction date following the completion of the probationary period.

5.03 The Union will save the Home harmless from any and all claims made by employees for amounts deducted from pay as herein provided. The Home shall not be party to any action under this clause. Neither the Home nor the Union will charge each other for legal fees as a result of a dispute over this clause.

5.04 The Home agrees that a Union representative shall be given the opportunity of interviewing each new employee within the first thirty (30) days of employment for the purpose of informing such employees of the existence of the Union in the Home. The Home shall advise the Union monthly as to the names of the persons to be interviewed and shall designate a time and place for each such interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Home's premises in a room designated by the Home and the employees shall report to this room for interview during the interview period.

5.05 The Home shall set out the amount of Union dues deducted on each employee's annual T-4 slip.

5.06 Whenever they are used in the Collective Agreement the terms "seniority and service" shall be deemed to refer to the length of employment.

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

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 The Union shall have the right to appoint or otherwise select up to four (4) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Home shall not be required to meet with more than two (2) stewards at any one time, plus any full-time Union representatives.

6.02 No employee shall act in the capacity referred to in 6.01 above until after he has completed six (6) months of employment with the Home.

6.03 Employees who are appointed or otherwise selected to act as a steward on behalf of the Union have regular duties to perform. Therefore, such employees shall not leave their work to conduct any business on behalf of the Union or employees without first receiving permission from their respective supervisors. Such permission shall not be unreasonably withheld. In return, the Home will pay stewards for any regular hours of work missed in direct dealings with the Home, but not for any arbitration proceedings.

6.04 The Union will keep the Home advised of the names of employees who act as Union representatives in any capacity.

6.05 Labour Management Committee

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

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

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

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

It is understood that where full and part-time agreements are separate, there shall be one committee only.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Step 1

An employee having a question or complaint shall refer it to his immediate supervisor within ten (10) 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 the date of the submission.

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

7.02 Step 2

If the reply of the supervisor is not satisfactory to the employee, the grievance will then be stated in writing, dated and signed by the employee and will, within five (5) working days after the date of the supervisor's reply, be submitted to the Home Administrator or her designate or, in her absence, to her secretary. Within five (5) working days after receiving a written grievance, the Home Administrator (or her designate) will meet with the employee and his steward to discuss the matter. At this meeting a S.E.I.U. representative will be present if requested by either party. A reply to the grievance will be given within three (3) working days after this meeting has been held.

7.03 If arbitration of any grievance is to be invoked, the request shall be made by either party within fifteen (15) days after the date of the reply at Step 2.

7.04 The Home shall not be required to consider any grievance, the alleged circumstances of which occurred more than one (1) week before being taken up at Step 1. With grievances concerning pay, any action shall be taken as soon as reasonably possible following receipt of the pay cheque.

7.05 If the Union or any of its representatives fails to observe any of the time limits set out under this grievance procedure, the grievance shall be considered as dropped. If the Home fails to observe the time limits the grievance will be advanced to the next step or to arbitration, whichever is applicable.

7.06 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.

7.07 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.

7.08 As used herein, the terms "days" and/or "working days" shall mean Monday to Friday inclusive, but excluding any Paid Holidays.

7.09 Union Policy Grievances

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 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave 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 as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

7.10 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number two (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.11 Home Policy Grievances

The Home 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 2 of the grievance procedure by forwarding a written statement of said grievance to the SEIU Union Representative, provided 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 Home in accordance with Step No. 2 of the grievance procedure.

7.12 Health and Welfare Benefit Grievances

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

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.

(d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

(e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

(f) the arbitrators for this process shall be:

Nancy Backhouse
Deena Baltman

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

(g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

(h) the fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

(i) this process shall commence immediately for all self-insured benefits. Upon the **expiry** of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a **self-insured** benefits.

(j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of

judicial review is to avoid the cost and expense associated with the exercise of these rights.

(k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties, or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call. The grievance shall be transferred to the ordinary grievance/arbitration process.

ARTICLE 8 - DISCHARGE CASES

8.01 A claim by an employee who has completed his probationary period that he has been unjustly discharged from his employment will be treated as a special grievance, commencing at Step 2 of the grievance procedure, provided the discharged person submits his written grievance, dated and signed, within four (4) working days after the discharge occurs.

8.02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the Agreement, and shall contain the name of the nominee to the Arbitration Board of the party requesting arbitration. The recipient of the notice shall, within five (5) days thereafter, notify the other party, in writing, of the name of its nominee to the Arbitration Board. The two nominees shall endeavour, within ten (10) days, to agree upon a third member and Chairman of the Arbitration Board and it is understood that if the two nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Minister of Labour of Ontario, upon the request of either party.

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

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

9.04 The Arbitration Board shall have the power to enter any premises where work is being done or has been done by the employees, or in which the Home carries on business or where anything is taking place or has taken place concerning any of the differences submitted to the Board, and inspect and view any work, material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences or to authorize any person to do anything that the Board could do under this section and report to the Board thereon.

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

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

9.07 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 10 - SENIORITY

10.01 An employee will be on probation and will not have any seniority standing with the Home until after he has completed three hundred and thirty-seven and a half (337 1/2) worked hours. His seniority will then date back three hundred and thirty-seven and a half (337 1/2) worked hours. The Home may lay off or discharge probationary employees at its sole discretion on a rational basis.

10.02 A seniority list showing the names and seniority dates (based on last hiring date) of employees will be prepared by the Home. This list will be revised semi-annually and copies will be provided to the Union Office and Chief Steward after original presentation and after each revision. A copy of each seniority list will be sent to the Union office. Seniority lists shall include the employee's department and shall be prepared alphabetically and forwarded to the Union office each January and July.

10.03 In cases of lay-off due to lack of work, recall following lay-off, promotion to higher paying jobs, demotion and permanent transfer, the qualifications and departmental seniority of employees shall be the governing factors, and where these factors are relatively equal between employees, departmental seniority with the Home will be the governing factor.

10.04 Layoff 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

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.

(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.

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

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

For these purposes, one (1) year full-time seniority = eighteen hundred (1800) hours part-time seniority.

10.07 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 on WCB.

10.08 The Employer agrees that employees may be permitted to transfer from one Leisureworld nursing home to another Leisureworld 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 employment at the former home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer from one nursing home to another as a result of this transfer procedure, will retain any seniority that he had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise home seniority for purposes of transfers, promotions, lay-offs and reductions in staff.

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

10.09(a) All job vacancies at each Home shall be posted on the bulletin board for ten (10) calendar days. In the event more than one (1) employee applies for the vacant job, then it shall be awarded to the applicant with the most seniority, provided she is able to perform the job. For

the purposes of filling a job vacancy, only the seniority at the Home where the vacancy occurs will be considered.

(b) The successful applicant shall be placed on trial in the new position for a period of up to thirty (30) days of work. 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 Home 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 re-arrangement 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.

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

10.11 Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more full-time employees apply, the Home 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.

10.12 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.

10.13 The Home shall notify the Union in advance in the case of the retirement of a bargaining unit employee.

10.14 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 calendar weeks. Employees working less than thirty-seven and one-half (37 ½) hours a week shall be given the first opportunity to fill temporary vacancies, subject to articles 10.10 and 10.11. 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 Home 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 here-in shall prevent the Home from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Home may deem appropriate.

10.16 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).

10.17 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.

10.18 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.

10.19 Seniority for purposes of 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 11 - LEAVES OF ABSENCE

11.01 Personal

The Home may grant leave of absence, in writing and without pay, to any employee for personal reasons. An employee who has received such permission to be absent will continue to accumulate seniority during his absence.

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 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 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.

11.02 Union Leave of Absence

Upon application by the Union, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union office. 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 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.

11.03 Union Conventions

The Home may grant leave of absence without pay or loss of seniority to two (2) employees from each Home operation at any one time to attend Union conventions or Educational Sessions. Such leave must be applied for at least two (2) weeks in advance and all leave for all employees shall not exceed twenty (20) working days per year. Any extra time may be applied for under Article 11.01 Personal Leave. No leave shall be granted to employees to participate in another labour dispute and/or picketing other premises.

While on unpaid Union leave of absence of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and pension, but would not include health and welfare and weekly indemnity premium (if applicable).

11.04 Jury Duty

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 the employee:

- (a) notifies the 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 Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

11.05 Bereavement

- (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 day of 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, grand-parent, grand-children, 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.

If the funeral is not attended, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

- (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.

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.

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

11.06 Pregnancy and Parental Leave

Preamble

Pregnancy and parental 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 seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

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

Additional leave of absence may be taken under Article 11.06(1) Parental Leave.

- (d) Notwithstanding sub-paragraph (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.

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** rate of unemployment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of U.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Such payment shall commence after the two (2) 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.

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.

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.

- (e) An employee who does not apply for leave of absence under sub-paragraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with sub-paragraph (a) upon providing the Home 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 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.
- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this paragraph, shall so advise the Home 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.

- (h) When the Home has suspended or discontinued operations during the leave of absence and has not resumed operations upon the **expiry** thereof, the Home 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 Home 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 sub-paragraph (g).
- (i) Such absence is not an illness under the interpretation of this Agreement and credits on the accumulated sick leave 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 11.06(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 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 the purposes of parental leave under Article 11.06(l) Parental Leave, the provisions under 11.06(a), (b), (c), (f), (g), (h), (i), (j), (k), shall also apply.

11.07 Paid Educational Leave

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.

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.

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 12 - BULLETIN BOARDS

12.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be signed by a

Union officer and submitted to the Home Administrator, or his designate, for approval before posting.

ARTICLE 13 - GENDER

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

ARTICLE 14 - HOURS OF WORK, OVERTIME, ETC.

14.01 The regular work week will consist of thirty-seven and one-half (37 ½) hours which may, at the discretion of the Home, be averaged over a two (2) week pay period. The number of days worked each week will normally average five (5) over a two (2) weeks' pay period. Employees working in the nursing area shall not leave the floor unattended. Employees shall be allowed a half (½) hour unpaid meal period. The employer agrees that there will be no split shifts.

14.02 The provisions contained in 14.01 above do not represent a guarantee of daily or weekly hours and employees may be required to work less than thirty-seven and one-half (37 ½) hours per week, or less than seventy-five (75) hours in a two (2) week period. In such circumstances, they will be paid a pro-rated weekly wage based upon hours actually worked. Where the hours of work are averaged over a two (2) week period, that two-week period will be the same two (2) weeks as the pay period.

14.03 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch and time of rest periods will be determined by the Home in accordance with its requirements. Employees will be notified, in advance, of any general change in their shift schedules. Where practicable, employees will be given two (2) days off each week. The Home shall attempt to rotate shifts bi-weekly, where practical. The shift schedules shall be posted at least two (2) weeks before being effective. The shift schedules shall provide for every other week-end off for all employees.

14.04 The Home will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and the changeover 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, then the Home agrees not to interfere, but reserves the right to request signed statements from such employees and shall not be responsible or liable for any overtime rate claim that might arise as a result of such exchange of shifts.

14.05 Rest periods of fifteen (15) minutes' duration with pay will be provided for an employee in each four (4) hours he/she is required to work.

14.06 If employees are requested by their supervisors to work beyond their regular shifts, they will make every effort to co-operate.

14.07 Overtime at the rate of one and one-half (1 ½) times an employee's equivalent hourly rate will be paid for all authorized time worked in excess of seven and one-half (7 ½) hours in a day, or seventy-five (75) hours in a two (2) week period. There shall be no pyramiding of overtime payment. Time off work due to holidays which are paid in accordance with Article 16 (Bereavement Leave, Paid Leave for Illness, Vacations with Pay, Workers' Compensation and Union Leave) will be considered as time worked for the purposes of calculating overtime.

14.08 Employees shall punch in and out in their work attire. An employee shall obtain permission from the Department Head before leaving work prior to the normal quitting time.

14.09 All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list before securing an agency replacement. The use of Agency Personnel shall not be expanded on any shift.

14.10 When an employee reports for work at his assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the employee to keep the Home informed of his current address and telephone number.

14.11 If an employee is called in to work after completing a regular shift and leaving the Home premises the employee shall be

guaranteed a minimum of three (3) hours' work or pay in lieu, at time and one-half (1 ½) for each such call-in. If employees report after being called in within one and one-half (1 ½) hours of the starting time of a shift, they will get paid for the whole shift.

- (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

14.12 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 overtime rates shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

14.13 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for seven and one-half (7 ½) hours, notwithstanding the fact they have worked either six and one-half (6 ½) hours or eight and one-half (8 ½) hours.

14.14 Changes to posted schedules shall be given to the Administrator or designate.

ARTICLE 15 - VACATIONS

15.01 Vacations with pay will be granted by the Home in accordance with the following:

- | | | |
|-----|--|--|
| (a) | Less than one (1) year of continuous service | 1 day per month of service to a maximum of ten (10) days, at 4% of Gross earnings; |
| (b) | One (1) year of continuous service | two (2) weeks; |
| (c) | Three (3) years of continuous service | three (3) weeks; |
| (d) | Eight (8) years of continuous service | four (4) weeks; |
| (e) | Fifteen (15) years of continuous service | five (5) weeks; |
| (f) | Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five (25) years of service before July 1, 1997, shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year. Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows: | |

45,000 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.
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15.02 Vacation pay in (b), (c), (d), (e) and (f), above shall be at the rate of two per cent (2%) of total earnings during the previous calendar year, or one (1) regular work week's pay, whichever is the greater for each week of vacation.

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

15.04 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.

15.05 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 Home.

15.06 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 Home.

15.07 Vacations are not cumulative from year to year and all vacations must be taken by April 30th following the June 30th cut-off date.

15.08 An employee who leaves the employ of the Home shall be paid the vacation allowance provided in the Employment Standards Act.

15.09 All pay cheques to be placed in envelopes prior to distribution. Vacation pay shall be paid by the pay period prior to their requested vacation. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

15.10 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.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following days shall be recognized as Paid Holidays:

New Year's Day,	Labour Day,
*Third (3rd) Monday in	Thanksgiving Day,
February,	Victoria Day,
Good Friday	Canada Day,
Christmas Day,	Boxing Day
Civic Holiday,	Employee's Birthday
	(celebrated within
	thirty (30) days
	following the actual
	date. If birthday is
	February 29th, then 28th
	shall be deemed as the
	birthday).

*Should the Federal or Provincial Government declare and enforce another official paid holiday in the period between January 1st and Good Friday, it may, at the discretion of the Home, replace this holiday.

16.02 Service to the public is essential. Therefore, it will be necessary that at least fifty percent (50%) of the employees work on the holidays set out above. If a day off in lieu of a paid holiday is requested, it may be granted within thirty (30) days preceding or succeeding the paid holiday.

16.03 Employees who are required to work on any of the above-named holidays will receive one and one-half (1 ½) times their regular rates of pay for all hours worked in addition to pay for the holiday or an employee required to work on any of the foregoing holidays shall be paid at time and one half (1 ½) his regular straight time rate of pay for time worked on such holiday in addition to any holiday pay to which he may be entitled or at the employee's option may be paid time and one half (1 ½) for time worked and a day off in lieu thereof to be taken at a date mutually agreed to with the Home. Employees may bank up to three (3) such days to be used as personal days. Employees requesting the Home to bank a day off in lieu will notify the Home in writing at least two (2) weeks before the paid holiday. Note: These days are not to be used or tacked on to vacations during the vacation period of May to September inclusive. It is understood that the scheduling of such days off are subject to agreement with the Home. Such agreement shall not be unreasonably withheld. No pay for the paid holiday, nor payment for hours worked on the holiday other than at regular rates, will be made unless an employee has worked the regularly scheduled full shifts immediately preceding and succeeding the holiday, except where absence on either of the said full shifts only, was due to verified personal illness.

16.04 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the holiday shall be the shift where the majority of hours scheduled to be worked are completed before 8:00 a.m.

16.05 If any of the above mentioned holidays occurs during the employee's vacation period, or on a regular assigned day off, the employee will receive an extra day off in lieu of the holiday, or an additional day's pay in lieu of the holiday.

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

ARTICLE 17 - WELFARE PREMIUM BENEFITS AND PENSION PLAN

17.01(a) The Home will pay for one hundred per cent (100%) of the billed premium (both married and single) of the Ontario Health Insurance Plan for ward care for all eligible employees.

(b) Semi-Private

The Home will pay one hundred percent (100%) of semi-private plan billed premium, for all eligible employees.

17.02 A life insurance program on a voluntary participation basis shall be provided in the amount of \$17,000.00 per eligible employee and the premium cost shall be fully paid by the Home.

17.03 A major medical plan will be instituted similar in coverage to Blue Cross E.H.C. ten/twenty dollar (\$10/20) annual deductible with no co-insurance with the premium cost being fully paid by the Home for each eligible participating employee.

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

17.04 The Home agrees to continue a Vision Care Plan (similar to Blue Cross \$90.00 Plan), and agrees to pay sixty-five per cent (65%) of the billed single-family premium for employees who participate in the Vision Care Plan. If any employee is otherwise covered, the Home shall not be obligated to contribute.

17.05 The Home agrees to continue a three hundred dollar (\$300.00) Hearing Aide Benefit, to be paid one hundred percent (100%) by the Home.

17.06 A dental care plan (Blue Cross #9 or equivalent) will be continued on a fifty/fifty (50/50) premium share arrangement 1989 O.D.A. fee schedule. Effective January 1, 1992 the O.D.A. fee schedule shall be O.D.A. fee 1991.

17.07(a) Eligibility of employees shall be:

(i) for Life Insurance - after three (3) months of employment;

(ii) for O.H.I.P. - the month following the month of hire.

(b) Employees absent due to sickness or non-compensable or compensable accident will have their premiums paid:

(i) Under three (3) years of service - for one (1) month;

(ii) Three (3) years of service but less than six (6) years - for three (3) months;

(iii) Over six (6) years of service - for twelve (12) months;

17.08 Change of Carrier

The Home shall provide to each person a copy of the current information booklets or cards for those benefits provided under this article. The union shall be provided with a current copy of the booklets or cards. It is clearly understood that the Home'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.

17.09 Nursing Homes and Related Industries Pension Plan

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

.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

(iii) vacation pay.

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

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

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonably

require in order to properly record and process pension contributions and pension benefits.

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

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 request shall be borne by the Plan.

For further specificity, the items required for each eligible employee by article .05 of the agreement are:

(i) To be Provided Once Only at Plan Commencement

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

(ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

(iii) To Be Provided Once, and if Status Changes

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

17.10 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 18 - CLASSIFICATION AND WAGES

18.01(a) The Home will classify employees and will pay hourly rates in accordance with the following.

Effective Jan. 1, 1997

Classification	Start	1 Year	2 Years
R.P.N.	15.28	15.70	16.09
Nurses Aide	12.97	13.37	13.78
Cook II	13.89	14.23	14.59
Basic Aide	12.84	13.24	13.58
Activity Aide	12.97	13.42	13.78
H.C.A./Certified Activity Aide	13.12	13.52	13.93

Effective January 1, 1998

Classification	Start	1 Year	2 Years
R.P.N.	15.43	15.86	16.25
Nurses Aide	13.10	13.50	13.92
Cook II	14.03	14.37	14.74
Basic Aide	12.97	13.37	13.72
Activity Aide	13.10	13.55	13.92
HCA/Certified Activity Aide	13.25	13.66	14.07

Note: The above rates of pay include a pay equity adjustment of .35 cents per hour effective April 1, 1995.

(b) All hours worked and hours paid for during probationary period (337.5 hours) shall be counted towards hours required from the start rate to the one years rate.

18.02 Employees will be paid each two (2) weeks worked. The normal pay day shall be Friday except where a paid holiday occurs on a Friday, when the pay day will be advanced by one (1) day. If cheques are available, employees off on Friday will be issued their cheques on Thursday prior to leaving their shifts.

18.03 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.

18.04(a) Employees who work on two (2) rotating shifts will be paid a premium of twenty-five cents (25 cents) for each full hour worked on the second and third shift (i.e. the afternoon and night shifts).

(b) Employees who work the night shift will be paid a premium of twenty-five cents (25 cents) for each full hour worked on the night shift.

18.05(a) When an employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half ($\frac{1}{2}$) shift, the employee shall receive an allowance of three dollars (\$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 one-half ($\frac{1}{2}$) shift, the employee shall receive an allowance of three dollars (\$3.00) for each shift.

(c) 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.

18.06 Lead Hands

The Home may appoint employees to act as Lead Hands and shall pay a twenty cent (20¢) per hour premium to those employees for each hour worked as a Lead Hand.

18.07 New employees shall be paid a probationary rate of twenty cents (20¢) less than the start rate of the classification to which assigned, for their first three hundred and thirty-seven and one-half (337 ½) hours of work.

18.08 Any errors on pay cheques in excess of twenty dollars (\$20.00) will be corrected as soon as administratively possible by manual cheque issued directly by the Home.

ARTICLE 19 - PAID LEAVE FOR ILLNESS

19.01 No paid leave for sickness will be allowed employees during their probationary period. Thereafter, paid leave for illness (not including pregnancy or complications resulting from childbirth) will begin to accumulate and be paid for as required on the basis of one and one-quarter (1 1/4) day's leave for each full month of continuous service. The maximum accumulation shall be eighty (80) days.

19.02 An employee with more than five (5) years of continuous service who leaves his employment or who retires will be paid fifty percent (50%) of the unused portion of his accumulated leave for illness, the maximum payment being forty (40) days. Such payment will not be paid where an employee is discharged for cause.

19.03 An employee who is injured and receiving payments from the Workers' Compensation Board will not be paid for illness by the Home.

19.04 An employee who claims leave for illness pay may be required by the Home to produce proof of illness in the form of a medical certificate.

19.05 Employees claiming leave for illness for periods of two (2) days' or less duration shall not be paid for these claims if the days are attached to regular days off and, in any case, only three (3) such occurrences of two (2) days or less per year shall be paid for. Claims in excess of three (3) such short-term occurrences shall not have payments commence until the third (3rd) day and

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 21 - COPIES OF THE COLLECTIVE AGREEMENT

21.01 The cost of printing the Collective Agreement shall be shared on an equal (50/50%) basis between the Home and the Union.

ARTICLE 22 - SIGNING OF AGREEMENT

22.01 A draft of the negotiated Agreement will be made available by the Home for the Union within thirty (30) days of ratification of the agreement reached. The proof-read Agreement, as corrected if necessary, will be signed by the Home and submitted to the Union within five (5) days of approval of any regulatory body. The Union will sign and return the agreed number of copies within ten (10) days of receipt of the signed Agreement.

ARTICLE 23 - CONTRACTING OUT, WORK OF THE BARGAINING UNIT AND JOB SECURITY

23.01 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.

23.02 Notwithstanding the above, the Home may use the services of Agency personnel for a temporary period where their services are required in order to fill a temporary absence created by an emergency, provided the Home contacts three (3) part-time employees in order of seniority on a rotational basis during the day shift only, on the availability list before securing an Agency replacement. The use of Agency personnel shall not be expanded on any shift.

23.03 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.

23.04 So long as a full-time position exists there will be no splitting of that position into two (2) or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 24 - WORKERS' COMPENSATION

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

- (a) Subsequent to the period referred to in 17.06(c), benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Home for each monthly period during the absence.
- (b) 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.
- (c) Provided the employee returns to work within twenty-four (24) consecutive months 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.

24.02 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 Home will post notice of the vacancy in accordance with the job posting procedure (Article 10) of this Agreement. Where the anticipated absence is less than four (4) months, the Home may fill the position at its discretion.

24.03 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 had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Home that the employee has the physical capability to perform her normal job.

24.04 If an employee returns to work within the two (2) year period mentioned in Section 24.03 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 to the date of injury. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

24.05 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 which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

24.06 Workers' Compensation Board Challenge

In the event that the Home 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 Home 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 19. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Home and a written undertaking satisfactory to the Home that any payments will be refunded to the Home 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 19. Any payment under this provision will continue for a maximum duration equal to that of the sick leave bank.

ARTICLE 25 - UNIFORM ALLOWANCE

25.01(a) 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.

(b) 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.

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

ARTICLE 26 - HEALTH AND SAFETY

26.01 The Home 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.

26.02 A joint management and employees 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 Home 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.

26.03 Two (2) representatives of the joint Health and 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 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 Home 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.

.6.04 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.

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

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

ARTICLE 27 - LETTERS OF REPRIMAND

27.01 Letters of reprimand are to be removed from employees' personnel record files after twelve (12) months from the date of discipline except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.

Suspension

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

27.02 The Home shall provide the employee with a copy of any written warning or adverse report affecting the employee.

ARTICLE 28 - RETROACTIVITY

28.01 Retroactivity will be paid within thirty (30) days of notification of ratification, April 11, 1997 and applies to wages only based on hours paid by the employer. Employees who have left their employment will be notified by prepaid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. Payment shall be made on a separate cheque.

ARTICLE 29 - DURATION

29.01 This Agreement, which supersedes any previous agreements, written, express or implied, shall continue in effect until the 31st day of December, 1998. Notice of termination or amendment may only be given during a period of ninety (90) days preceding December 31, 1998. If no such notice is given, this Agreement shall carry on from year to year.

SIGNED AT TORONTO, ONTARIO THIS

1 DAY OF *October* 19*97*.

FOR THE HOME

FOR THE UNION

[Signature]

[Signature]

Catharine Brinkley

Dina Balco

[Signature]

AT/AV

PENSION LETTER OF UNDERSTANDING

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

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

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

LETTER OF CLARIFICATION

Re: Job Posting - Article 10.09

It is understood and agreed that once the trial period has expired, the employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

Signed this 1 day of October 1997.

FOR THE UNION

P. Tuma
Irma Balco
flecky

FOR THE EMPLOYER

Entle
Arthur Barker