

133A

Unit No. 133 & 133A

SOURCE	<i>Contract</i>		
EFF.	97	01	01
TERM.	98	12	31
No. OF EMPLOYEES	<i>120</i>		
NOMBRE D'EMPLOYES	<i>120</i>		

COLLECTIVE AGREEMENT

BETWEEN

VILLAGE RETIREMENT CENTRE  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 204  
A.F.L. C.I.O., C.L.C.  
(HEREINAFTER REFERRED TO AS THE "UNION")

FULL-TIME AND PART-TIME

EFFECTIVE: JANUARY 1, 1997

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COLLECTIVE AGREEMENT

BETWEEN;

VILLAGE RETIREMENT CENTRE (C.N.H.)  
AND ORCHARD VILLA  
PICKERING, ONTARIO  
(hereinafter referred to as the "Employer")  
OF THE FIRST PART

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and certain classifications of Employees represented by the Union. It is recognized by this agreement to be the duty of the Employer, the Union and the Employees to co-operate fully, individually and collectively for the advancement of this objective.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for its employees at Village Retirement Centre (Community Nursing Home and Orchard Villa), in Pickering, Ontario; save and except Professional Medical Staff, Registered Nurses, Graduate Nurses, Physiotherapist, Occupational Therapist) Supervisors and persons above the rank of supervisors.

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

2.03 The Union and the employer agree to abide by the Human Rights Code of Ontario.

1.04 The Employer shall not contract out any work normally 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.

2.05 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. It is understood that the purposes for which such persons not in the bargaining unit may perform duties normally assigned to Employees in the bargaining unit include instruction, experimentation, emergencies where Employees are not available, or as a working Supervisor.

### **ARTICLE 3 - DEFINITIONS**

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

3.02 The words "Employee" and "Employees" when used throughout this agreement shall mean persons included in the above described bargaining units.

### **ARTICLE 4 - PERMANENT PART-TIME AND PART-TIME EMPLOYEES**

4.01 Permanent part-time Employees is hereby defined to be those persons regularly employed on the average more than twenty-two and one-half (22.5) hours per week but less than thirty-seven and one-half (37.5) hours per week who have completed the probationary period described in article 13.01. Article 39 describes how this agreement shall affect those persons.

4.02 Permanent part-time Employees shall be known as probationary Employees until they have worked four hundred and eighty-seven and one-half (487.5) working hours which shall include any approved leave of absence to a maximum of seventy-five (75) scheduled working hours, provided that this condition is satisfied within a twelve (12) month period.

4.03 A part-time employee is hereby defined as an employee who works on an average of not more than twenty two and one half (22.5) hours per week.

4.04 Approved leaves of absence in excess of seventy-five (75) scheduled working hours during the probationary period will not be considered as working hours for purpose of completing the probationary period requirement.

4.05 The seniority of a permanent part-time or part-time Employee, who has completed the probationary period requirement, shall date four hundred and eighty-seven and one-half (487.5) working hours (approximately sixty-five (65) days at seven and one-half (7.5) hours per day) prior to the date on which the Employee completed her probationary period.

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

5.01 Each of the parties hereto agrees that there will be discrimination, interference, restraint or coercion exercised or practised upon any Employee because of membership in the Union.

5.02 (a) All Employees who are in the employ of the Employer and all new Employees who enter the employ **of** the Employer after this agreement has been signed, shall pay union dues **as** a condition **of** employment as authorized by the Local Union, and such dues are to be deducted from their wages and remitted to the Union.

(b) The Employer shall, when remitting such dues, name the Employees from whose pay deductions have been made and shall also identify the Employees by social insurance numbers. Such deductions shall be made from the first pay of the month and shall be remitted no later than the 25th of that month.

(c) The employer will supply a form for completion by Employees which will contain provisions for their name, address, telephone and social insurance number, birthdate and other information relevant for employment, including bank deposit information which will include bank number, transit number and account number.

It shall be the duty of each Employee to promptly notify the Employer in writing of any change in address,

telephone number and bank deposit information. If an Employee fails to do so, the Employer will not be responsible for failure of a notice to reach such Employee. All notices shall be confirmed in writing by management.

- (d) All present Employees who are members of the Union, as a condition of employment, shall remain union members in good standing, and all new Employees shall, as a condition of employment, become and remain members in good standing of the Union on completion of probation, provided that no Employee shall be terminated for loss of membership except for non-payment of union dues as provided by this agreement.
- (e) The Union will indemnify and save the Employer harmless with respect to all monies deducted and remitted in accordance with this article.
- (f) 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 Parental Leave.

5.03 Deductions with respect to new Employees shall become effective upon the first regular deduction date in the month following their month of employment.

5.04 It is mutually agreed that arrangements will be made for a Union representative to interview each new Employee whose classification is governed by this collective agreement, once during the third calendar month of employment, for the purpose of informing such Employee of the existence of the Union in the Home, and of ascertaining whether the Employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview, and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.05 Union dues deductions made shall be shown on employee T-4 slips.

5.06 The Employer will supply the Union with the name and current address, social insurance number, classification and status (full-time or part-time) of each Employee with the first dues deduction and will advise the Union of changes known to the Employer.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this agreement there will be no strike, picketing, slowdown (either complete or partial), and the Employer agrees that there will be no lock-out.

6.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these **words** in the present Ontario Labour Relations Act of R.S.O. 1980 as amended.

ARTICLE 7 - MANAGEMENT RIGHTS

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

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents in the home;
- (b) to maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be posted on the Employee's bulletin board with a copy supplied to the union committee. The management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin boards with copies to be supplied to the union committee. The union committee shall have the right to make representation before any rule is amended or any new rule is introduced;
- (c) to retire an Employee who has reached age sixty-five (65) if she is not performing the full **job** to the same extent as other Employees;
- (d) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, **suspend** or otherwise discipline Employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an Employee who has completed their probationary period has been discharged



or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

- (e) to have the right to plan, direct, evaluate and control the work of the Employees and the operations of the 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, implementing work schedules, and the increase or reduction of personnel in any particular area or on the whole.

#### **ARTICLE 8 - UNION COMMITTEE AND STEWARDS**

8.01 (a) It is mutually agreed that where negotiations are conducted the Union will elect or otherwise select a negotiating committee consisting of three (3) members, one (1) of which shall be the Chief Steward and one (1) shall be from the part-time compliment.

(b) All members of the committee shall be regular Employees of the Employer who have completed at least six (6) month's of continuous service with the Employer.

(c) The Employer will compensate Employee members of the Union negotiating committee as set out in Article 8.01(a) for time necessarily lost from work to attend negotiation meetings including conciliation but not arbitration.

8.02 The Employer will recognize the Union Administrative Committee which shall consist of a Chief Steward and six (6) stewards all selected from members of the bargaining unit one (1) of whom shall be from the Retirement Home and two (2) of whom shall be part-time employees. No more than two (2) committee members shall meet with the Employer at any one time.

All members of the committee shall be employees of the Employer who have completed six (6) months continuous service with the Employer. The committee shall meet on request of either party and at least once each month for the purpose of discussing all matters of mutual concern. The committee shall have power to make recommendations to the Union and to the Employer.

8.03 The Union acknowledges that the members of the Union Administrative Committee (steward body) must continue to perform

their regular duties, and that **so** far as possible all activities **of** the Committee will be carried on outside the regular working hours of the members therefore, unless otherwise mutually arranged.

8.04 The privilege of all committee members and stewards to leave their work without loss of basic pay, **loss** of scheduled days off or without loss seniority to attend to union business, up to and inclusive, but not further than conciliation is granted under the following conditions:

- (a) such business must be between the Union and the Management;
- (b) the time shall **be** devoted to the prompt handling of such necessary union business;
- (c) the Committee Members and Stewards concerned shall obtain the permission **of** the Supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.

#### 8.05 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 **(1)** week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of **a** grievance **or** matters that are properly the subject of negotiations for the amendment or renewal of this agreement.

The Employer agrees to **pay** employees for time spent in committee meetings held during the employees normal working hours. Time spent in meetings outside of the employees' normal working hours shall be paid at regular single time wages. A Service Employees International Union representative may attend as representative of the union.

## ARTICLE 9 - COMPLAINTS AND GRIEVANCES

9.01 All complaints and grievances shall be taken up in the following manner.

Before the grievance is filed in writing the Employee shall discuss the matter with the appropriate member of management with a view to a mutual settlement.

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

### Step No. 1:

An Employee having a question or complaint shall refer it in writing to her immediate Supervisor within five (5) working days of the actual occurrence leading to the question or complaint. The grievance shall state the nature of the grievance, the remedy sought and the section of the agreement alleged to have been violated. The Supervisor shall reply to the Employee, giving the answer to the complaint or question within five (5) working days from the date of submission.

### Step No. 2:

If further action is to be taken, then within five (5) working days after the decision is given in Step No. 1, the Employees, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his or her designated representative and the Employee. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

### Step No. 3:

If the decision of the Administrator is unsatisfactory then, within five (5) working days from receipt of the reply at Step No. 2 the grievance shall be submitted to the Director of Human Resources or his designate. The Director of Human Resources or his designate shall call a meeting of the Grievance Committee within five (5) working days of the matter being referred. Within five

'5) working days following the meeting, the Director of Human Resources shall reply in writing.

9.02 It is understood that at the meeting at Step NO. 2 and Step No. 3 the Employer representative may have such counsel and assistance as he may desire, and that the Employee may have her steward, and that the S.E.I.U. Union Representative may also be present at the request of either the Employee or the Employer.

9.03 Failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any questions as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision at Step No. 3 is given, or within ten (10) working days following the meeting under Step No. 3 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

9.04 No matter will be submitted to arbitration which has not been properly processed through the grievance procedure.

9.05 Any of the time allowances may be extended by mutual agreement of the parties in writing.

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

#### **ARTICLE 10 - DISCHARGE AND DISCIPLINE**

10.01 In the event of an Employee who has attained seniority being discharged or suspended from employment, and the Employee feels that an injustice has been done, the case may be taken up as a grievance.

10.02 **All** such cases shall be taken up within four (4) working days and disposed of within seven (7) working days (or such longer period as may be mutually agreed upon) *of the* date the Employee is notified of her discharge **or** suspension, except where a case is taken to arbitration. A claim by an Employee who has attained seniority that she has been unjustly discharge or suspended from her employment shall **be** treated **as** a grievance if a written

Statement **of** such grievance is lodged with the Administrator within four (4) working days after the Employee is notified of her discharge or suspension or within four (4) working days after the Employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.

10.03 Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the Employee, or by re-instating the Employee with full compensation for time lost, or by any other arrangement which **is** just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

10.04(a) The employer shall provide the Employee with two (2) copies of any written warning or written performance evaluation affecting the Employee. **Any** written reply by the Employee shall become part of her record. It shall be up to the Employee to give a copy to the Union.

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

(c) 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 i.e. residents and family where the record will remain of file.

(d) Access to Personal File

Each Employee shall during coffee breaks or outside shift hours have access **to** her file during normal office hours **for** the purpose of reviewing any evaluation or formal disciplinary notations contained therein the presence of her department head. Each Employee shall be given **a** copy of her evaluation.

10.05 **An** Employee subject to suspension, discharge or written warnings shall have the right to the presence of a Union Steward or union committee member at the time the disciplinary action is taken, if she so chooses, and if a union representative is readily available without interruption of resident care.

10.06 The Employer will forward a copy of any letter of suspension or discharge to the union office.

#### **ARTICLE 11 - POLICY GRIEVANCE**

11.01 The employer may institute a grievance consisting of an allegation *of* a general misinterpretation or violation of this agreement (by the Union or any Employee covered by this agreement), in writing, at Step No. 3 of the grievance procedure, by forwarding a written statement of said grievance to the S.E.I.U. Union Representative of the local union providing it is presented within ten (10) working days after the circumstances giving rise to the grievance has originated **or** occurred. The S.E.I.U. Union Representative 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 arbitration by the Employer in accordance with Article 9.03 of the grievance procedure.

11.02 The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation **of** this agreement by the Employer, or it's representatives, in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the Administrator, providing it **is** presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions *of* this clause may not be used to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate, and the regular grievance procedure shall not be thereby by-passed.

#### **ARTICLE 12 - ARBITRATION**

12.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed **to** the other party to this agreement, and shall contain the name of the first party's nominee to the Board **of** Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate it's nominee to the Board of Arbitration. The two so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson, within ten (10) days after the

appointment of the second one of them, then either party may request the Office of Arbitration for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

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

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

12.03 Each of the parties shall pay it's own expenses including pay for witnesses and the expense of it's own nominee and one half **of** the expenses and fees of the Chairperson.

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

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

12.06 All agreements reached under the grievance and arbitration procedures between the Employer and it's representatives and the Union and it's representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.

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

12.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the Employee

lor Employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties of 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.

#### Sole Arbitrator

12.09 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.

#### **ARTICLE 13 - SENIORITY**

13.01(a) **A** newly hired Employee must successfully complete a probationary period of sixty-five (65) days worked or four hundred and eighty-seven and one-half (487.5) hours worked, whichever is longer. This period shall include any approved leaves of absence to a maximum of ten (10) scheduled working days, and also any days not worked but paid for by the Employer. It is agreed that the dismissal or layoff of a probationary Employee shall be at the sole discretion of the Employer and shall not be made the subject of a grievance.

(b) Before final acceptance for employment, all applicants will **be** required to pass a physical examination. This examination may include x-ray and such laboratory tests as are required in accordance with the provisions of the Nursing Home Act (where applicable) and the Public Health Act (where applicable) for the protection of the Employee and the Employer. If an Employee is assigned to work before the physical examination is completed, it is



understood that continued employment is pending upon the results of the physical examination.

- (c) a probationary Employee shall receive an evaluation of her work performance from the Employer at or about the three hundred and fifty (350) hours worked period of her probation.
- (d) On or before the expiry date of an Employee's probationary period, the Employer will notify the Employee in writing that:
  - (i) the Employee's appointment to staff is confirmed, or;
  - (ii) the Employee's employment is terminated, and such termination shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.

13.02 Approved leave(s) of absence in excess of ten (10) working days during the probationary period will not be considered as working days for purposes of completing the probationary period.

**13.03** The seniority of an Employee who has completed the probationary period shall date sixty-five (65) working days or four hundred and eighty-seven and one-half (487.5) hours prior to the date on which the Employee completed her probationary period. For purposes of this article seniority and service shall be calculated on the basis of one year of seniority for each eighteen hundred (1800) hours paid. Any time worked in excess of an equivalent shall be pro-rated.

13.04 In cases of promotion, demotions or permanent transfer of Employees within their respective home, the ability and seniority of the Employees shall be considered. Where these factors are equal, the applicant with the greatest seniority will be considered, provided that in cases of disciplinary demotion the criteria will be whether there was just cause, not whether the grievor had seniority over some other Employee.

**13.05** Any question having to do with the observance or non observance of seniority as required by this agreement may be the subject of a grievance dealt with under the grievance procedure including the arbitration provisions.

- .3.06(a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their departmental seniority. An employee about to be laid off may displace any employee with less seniority in another department, provided the employee exercising the right is qualified, able and willing to perform the work of the employee with **less** seniority, according to the establishing schedules.

A layoff shall be defined as a reduction in the workforce lasting more than one (1) day, as defined in this agreement;

- (b) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks notice. This notice is not in addition to the required notice for individual Employees;
- (c) 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 to perform the work;
- (d) **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, 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.
- (e) 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 required 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 required as agreed between the parties of an Employee to perform the work for the purposes of this paragraph, the Employer shall not act in an arbitrary manner.

- (f) **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.
- (g) 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.
- (h) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her 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 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 her proper address being on record with the Employer.
- (i) 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.
- (j) A laid off Employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.

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.

- (k) 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 it's 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.
- (l) 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.

13.07 In the event **of** a layoff of **a** permanent or long-term nature, the Employer will provide affected Employees with notice in accordance with the Employment Standards Act for the Province of Ontario, **in** accordance with the following schedule:

- (a) one (1) week's notice in writing to the Employee if his or her period of employment is less than one (1) year;
- (b) two (2) weeks' notice in writing to the Employee if his or her period of employment is one year (1) year less than three (3) years
- (c) three (3) weeks' notice in writing to the Employee if his or her period **of** employment is three (3) years or more **but** less than four (4) years;
- (d) four (4) weeks' notice in writing to the Employee if his or her period of employment is four (4) years or more but **less** than five (5) years.

- (e) five (5) weeks' notice in writing to the Employee if his or her period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks' notice in writing to the Employee if his or her period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks' notice in writing to the Employee if his or her period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks' notice in writing to the Employee if his or her period of employment is eight (8) years or more.

13.08 Employees shall be recalled on the basis of their bargaining unit wide seniority, provided that such Employees are fully qualified and willing to do the work which is then available at their respective home.

13.09 The union may grieve if the Employer is scheduling a probationary Employee **for** the purpose of preventing completion of the probationary period.

#### 13.10 Technological Change

Technological change will be discussed with the Union thirty (30) days in advance where possible.

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

14.01 The Employer shall supply the union chief steward and the S.E.I.U. Union Representative with copies of the seniority list in January and July of each year, showing employees' names, their start date and the number of hours of accumulated seniority. **A** challenge by an Employee as to the accuracy **of** the seniority list shall not be accepted after thirty (30) days following the posting of the seniority list.

14.02 When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six month period. The average hours paid for permanent part-time Employees during that six month period shall be the hours used for calculating purposes under Article 38 Permanent Part-time Employees. (The pre-determined six

(6) month period shall co-incide with the pay period ending around June 30th and December 31st and the re-calculated pro-ration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.

#### ARTICLE 15 - LOSS OF SENIORITY

15.01 **An** Employee shall lose all seniority and her employment will be deemed to be terminated for any of the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause, and the discharge is not reversed through the grievance procedure;
- (c) is absent from work for more than twenty-four (24) months by reason of lay-off;
- (d) absence occasioned by illness exceeding twenty-four (24) months. In the event that an Employee returns within three (3) months of the cut-off dates established by this clause to her regularly scheduled employment, and returns for less than one (1) continuous month, for the purpose of this clause, the period of such return to employment shall be counted as part of the period **of** absence. This condition applies only to a relapse related to the same (original) illness;
- (e) absence for three (3) consecutive working days without notifying the Employer, unless a reason satisfactory to the Employer **is** given, in which case such Employee shall be deemed **to** have quit the employment of the Employer without notice;
- (f) failure to notify the Employer of her intention to return to work within three (3) working days **of** being notified of recall by registered mail, if unemployed, or within ten (10) working days of being notified of recall by registered mail if employed elsewhere. Registered mail sent to the Employee's most recent address on her employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the Employee to keep the Employer informed of her current address;

- (g) utilizes a leave of absence for purposes other than those for which the leave of absence was granted or fails to report for work on the first scheduled day following the expiration of a leave of absence unless a reason satisfactory to the Employer is given prior to the expiry of the leave of absence;
- (h) retires or is retired in accordance with Article 7.01(c).

## ARTICLE 16 - TRANSFERS

16.01(a) When an Employee is assigned temporarily to perform the duties and assumes 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.

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

### 16.02 Responsibility Allowance Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an Employee to carry out the assigned responsibilities of a salaried Employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the Employee shall receive an allowance of three dollars (\$3.00) for each shift from the time of assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one (1/2) shift, the Employee shall receive an allowance of three dollars (\$3.00) for each shift.

16.03 **An** Employee whose status is changed from full-time to part-time or vice versa shall receive credit for her full seniority and

service on the basis of eighteen hundred (1800) hours paid for each year of seniority. **Any** time worked in excess of an equivalent shall be pro-rated at the time of transfer.

16.04 When an Employee transfers as stated in Article 16.03 she shall serve a thirty (30) day assessment period. The Employee may be returned to her former position if in the opinion of the Employer the Employee is not capable of performing the required duties of the new position. In such case the employee shall have access to the grievance procedure if she feels she has been unfairly treated. During the thirty (30) day assessment period, the Employee may also assess her new position and during said period shall have the option **of** returning to her former position.

16.05 Sick leave benefits accumulated at time of transfer shall remain to the credit of the Employee.

#### **ARTICLE 17 - JOB POSTING**

17.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer **will** post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, shift, rate and department concerned, in order to allow Employees with seniority to apply and be considered before new Employees are hired. All copies of job postings and reports of their finalization are to be submitted to the union office and the chief steward or their designate within seven (7) calendar days.

17.02 All applications received will be considered within seven (7) days of the end **of** the posting procedure. In the event one or more Employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. All copies of job postings and reports of their finalization are to be submitted to the union office and the chief steward or their designate within seven (7) calendar days.

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



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

17.04 If no applications are received by 10:00 a.m. of the fourth day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside sources.

17.05(a) Until the vacancy identified by the posting is filled, the Employer is free to fill the vacancy on a temporary basis as he sees fit. A person engaged from outside labour sources to fill the vacancy on a temporary basis will not be included in the bargaining unit during the term of temporary appointment if it does not exceed one (1) month.

(b) 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).

17.06 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337.5) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

(a) the Employee feels that she **is** not suitable for the position, and wishes to return to her former position;

or

(b) the Employer feels that the Employee is not suitable for the position, and requires that she returns **to** her former position.

17.07 In the event of either 17.06(a) or 17.06(b) above, the Employee will return to her former position and rate of pay 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 rate **of** pay without loss of seniority.

17.08 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.

#### **ARTICLE 18 - BULLETIN BOARDS/PARKING**

18.01 The Employer agrees to supply and make available solely to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all Employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Administrator of the home.

18.02 Present parking conditions will continue so long as present facilities are available.

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

19.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least four (4) weeks' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the home. Applicants when applying must indicate the date of departure and specify the date of return.

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

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

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

19.05 To qualify for leave of absence as stipulated above the Employee must have completed six (6) months' of employment with the Employer and it is expressly understood no benefit except as

hereinafter provided shall accrue to or be paid to any Employee on leave of absence.

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue;
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the Employee's anniversary date adjusted accordingly. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of the absence;
- (c) It is further understood that during such leave **of** absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period **of** absence. Notwithstanding this provision, seniority shall accrue for a period of one year if an Employee's absence is due to a disability resulting in W.C.B. benefits.

19.07(a) 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.

- (b) For the purpose of this provision, it is understood and agreed that absence on Weekly Indemnity shall **be** considered a leave with pay.

19.08 The Employer will notify the Employee when his or her benefits **will** cease.

- 19.09(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) 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 home. Applicants when applying must indicate the date of departure and specific date of return.

## **ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE**

### Pregnancy & Parental Leave

#### .01 Preamble

Pregnancy and Parental leaves will be granted in accordance with the employment Standards Act for the Province of Ontario unless otherwise amended.

#### .02 Pregnancy Leave

**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 furnish 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 10: Parental Leave.

- (d) Notwithstanding Article .02(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.

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

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

Such benefit 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.

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

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

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 by 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.

- .03 **An** Employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a), upon providing the Employer before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner, stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur, or the actual date of her delivery.
- .04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act, unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee contributions.
- .05 **An** Employee who intends to resume her employment on the expiration **of** the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. **If a** full-time Employee returns to work at the expiry of the normal maternity or adoption leave, and the Employee's former permanent position still exists, the Employee **will** be returned to her former job and 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.

- .06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system **or** practice of the Employer in existence at the time the leave **of** absence began, and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article .05.
- .07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- .08 Credits for service for the purpose *of* wage increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue, and seniority shall accumulate during the leave.
- .09 Upon expiry of seventeen (17) weeks Pregnancy leave, an Employee may immediately commence Parental leave as provided under Article .10 **of** this agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take Parental leave.
- .10 Parental Leave
- (a) **An** Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of 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** the purposes of Parental leave under Article .10. Parental Leave, the provisions under .01, .04, .05, .06, .07, .08, and .09 shall also apply.

#### **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, in making requests for leave **of** absence, that it will not unduly affect the proper operation of the home.

21.02 Leaves of absence will be granted according to the following conditions:

- (a) Leaves of absence will not be requested for more than three (3) Employees in any calendar year;
- (b) No Employee will be granted more than two (2) leaves of absence in any calendar year;
- (c) No leave of absence will be for more than fourteen (14) days;
- (d) Leave of absence will not be requested for more than one (1) Employee for any department at any one time;
- (e) The cumulative leave of absence under this article will not exceed twenty-one (21) days in the calendar year.

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



21.04 For such leave of absence the Union must give fourteen (14) days clear notice to the Employer or twenty-one (21) days clear notice for an absence in excess of one (1) week.

#### 21.05 Union Leave of Absence

Upon application by the Union in writing at least five (5) weeks in advance, the Employer 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 shall accumulate during such leave to the maximum provided, if any, under the provisions of the collective agreement. The Employer shall not be liable for payment of any wages or benefits in respect of the period **of** such leave. If the vacancy is filled by a new Employee that person may be terminated at the conclusion of the leave.

### **ARTICLE 22 - BEREAVEMENT LEAVE**

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

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

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

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

22.05 **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

### **ARTICLE 23 - JURY DUTY**

23.01 If an Employee is required to serve as a juror, or who is subpoenaed as a crown witness, or is required by subpoena to attend either a court of law or a coroner's inquest in connection with a case arising from the Employee's duties at the home, the Employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the home immediately on the Employee's notification that she 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 the kilometer, travelling and meal allowance, and an official receipt thereof.

23.02 The Employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

23.03 In addition to the foregoing, 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 Employee's duties at the home on her regularly scheduled day off, the home 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 home is unable to reschedule **the** Employee and, as a result, she is required to attend on a regular day off, she shall be paid for all hours actually spent at such hearing at her regular straight time hourly rate, subject to Article 23.01 and 23.02.

## **ARTICLE 24 - HOURS OF WORK**

24.01 The following is intended to define the normal hours of work for the full-time Employees, but shall not be interpreted as a guarantee of hours or work per day or per week, **or** days **of** work per week.

24.02 The regular work shift for Employees normally employed on a regular basis for thirty-seven and one-half (37.5) hours per week shall be seven and one-half (7.5) working hours per day exclusive of meal period. The seven and one-half (7.5) working hours per day will be worked within an eight (8) hour period.

24.03 Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less shall be offered work in accordance with their stated availability, and if the operating requirements of the home are such that work **is** warranted. Such Employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's period, to replace an Employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of such position, and will not make unreasonable request for additional work by such Employees. However, it is also understood that unreasonable or consistent refusal by such an Employee to work additional days upon request may request in disciplinary measures including **dismissal**, being instituted by the Employer.

## **ARTICLE 25 - OVERTIME**

25.01 Overtime shall **be** paid for all hours worked over seven and one-half (7.5) hours in a shift **or** seventy-five (75) hours bi-weekly at the rate of time and one-half (1.5x) the Employee's regular rate of pay.

25.02 In the event Employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other Employees, the Employer agrees not to interfere, but reserves the right to request signed statements from such Employees and **shall** not be responsible or liable for overtime rate claims and non-compliance with the above provisions herein that might arise or accrue as a result of the exchange of shifts. The Employees changing shifts shall assume full responsibility for the coverage **of** the shift to which they change,

25.03 If an Employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an Employee is required to work an extra four (4) hours overtime at the end of her shift, one (1) free meal will be supplied. Such meals on the afternoon and midnight shift shall be in the form of sandwiches.

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

25.05 Overtime shall be based on the Employee's regular rate **of** pay and there shall not be any pyramiding of overtime under this article,

25.06 **An** Employee who is absent on paid time during her scheduled work week because of sickness, workers' compensation, bereavement, holidays, vacation or union leave on scheduled days **of** work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

#### **ARTICLE 26 - WORK SCHEDULES**

26.01 Work schedules covering a two (2) week period **will** be posted two (2) weeks in advance. Employee **requests** for specific **days off** must be submitted to the Administrator or her designate one (1) week in advance of posting. Christmas and New Year's schedule to be posted one (1) month in advance.

26.02 All Employees who work on an assigned day off as per assigned scheduled, at the Employer's request, will be paid overtime at the rate of time and one-half (1.5x) for all hours worked, provided they work the full number of hours scheduled during the two (2) week period except for the circumstances in article 25.06.

26.03 Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day **off** as stipulated in article 26.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

26.04 The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and change over 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 change over of shifts. In the event Employees of their own accord, and for their own personal convenience arrange to change shifts, the conditions of article 25.02 shall apply in all respects. It is understood that this provision does not apply to Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less.

26.05 No Employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1.5) times the Employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shift between Employees. The Employer will endeavour to schedule Employees who are regularly employed for more than twenty-two and one-half (22.5) hours per week, for no more than six (6) consecutive working days except for Employee requests.

26.06 The Employer will endeavour to schedule every other weekend off except for Employee requests or exchange of weekend shifts by Employees in accordance with article 25.02. It is understood that this provision does not apply to Employees who are regularly employed for twenty-two and one-half (22.5) hours per week or less.

26.07(a) For the purpose of defining weekends, holiday pay, etc., the parties agree that the first shift of the day is the one that commences at or about 2300 hours, and a weekend shall be from Friday 2300 hours to Sunday 2300 hours.

(b) Those Employees working the night shift, when the change from daylight savings time to standard time or visa versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

## **ARTICLE 27 - LUNCH OR MEAL PERIODS**

27.01 Each Employee working a shift of five (5) or more hours in a day shall be allowed one (1) thirty (30) minute unpaid meal period. Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for Employees who bring their own lunch, and locker facilities will be provided.

## **ARTICLE 28 - RELIEF PERIODS**

28.01 Employees will be allowed two (2) fifteen (15) minute relief periods within the seven and one-half (7.5) hours shift, without reduction in pay and without increasing the regular working hours. Employees who work a four (4) hour shift **or** more but less than a seven and one-half (7.5) hour shift will be allowed one (1) fifteen (15) minute relief period within the shift without reduction in pay and without increasing the regular work hours.

## **ARTICLE 29 - MINIMUM REPORTING ALLOWANCE**

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

- (a) the Employee has not previously notified by the Employer to the contrary;
- (b) if requested by the Employer, the Employee shall perform a minimum of four (4) hours such available work as the Employer may assign.
- (c) the Employee has kept the Employer informed **of** her current address and telephone number;
- (d) the Employee was scheduled to work a minimum of four (4) hours.

29.02 Article 29.01 shall be waived and not binding upon the Employer in case **of** any labour dispute or emergency such as fire and power shortage which disrupt the operation **of** the home, or circumstances beyond the control **of** the Employer, nor shall it apply to Employees returning to work without notice after absence.

## **ARTICLE 30 - CALL BACK AND CALL IN**

30.01(a) When an Employee is called back to work after leaving the home premises upon completion **of** her shift, such Employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1.5x) her regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in

the case of Employees required to work immediately prior to the commencement of their regular shift or to Employees who are regularly employed twenty-two and one-half (22.5) hours per week **or** less and whose regular assignment includes a call back.

- (b) Where a **second** call takes place after the four (4) hours elapsed from the time **of** the first call, it shall be subject **to** a call back premium, but in no case shall the Employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

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

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

- (c) Where the call in is requested within one-half (.5) hour of the starting time of the shift and the Employee commences work within one (1) hour **of** the call, then the Employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

- (d) If the Employee reports for work within one and one-half (**1.5**) hours of the request for call **in**, then the Employer will guarantee a minimum of four (4) hours work.

## ARTICLE 31 - PAY DAYS

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

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

- 31.02(a) Wages shall be paid by automatic bank deposit into Employees' bank accounts at no cost to Employees on applicable Thursdays on a bi-weekly basis. Pay stubs shall be handed out on the Employees' shifts, and shall be available at the reception desk prior to pay day.
- (b) The Employer shall provide all pay cheques, or in the case of a direct deposit system, all pay notices (stubs), in a personalized sealed envelope for each Employee.
- (c) In the event of an error on an Employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an Employee being underpaid by 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.
- (d) **If** an Employee fails to provide proper bank deposit information on the required form when a change is made, duplicate funds will not be issued to the Employee until the company's bank has traced and verified recovery of said funds. If a deposit information error is made by the Employer, article 31.02(c) will apply.
- 31.03(a) Upon termination or lay-off, the Employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

**ARTICLE 32 - PAID HOLIDAYS**

- 32.01(a) Employees who are regularly employed more than twenty-two and one-half (22.5) hours per week, have completed their probationary period and qualify under all other provisions of this agreement, shall receive the following holidays with pay:

New Year's Day	Labour Day
*3rd, Monday in Feb.	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day



Canada Day  
Civic Holiday

Boxing Day

\*It is understood that the date **of** this holiday will correspond with "Heritage Day".

- (b) The intent is that there shall be no more than eleven **(11)** paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term **of** the collective agreement, such additional holiday would replace one of the designated holidays in the collective agreement.
  - (c) Holiday pay will be computed on the basis **of** the number of hours the Employee would otherwise work had there been no holiday, at her regular rate of pay.
- 32.02(a) Employees who are regularly employed **for** twenty-two and one-half (22.5) hours or less, have completed their probationary period and qualify under all other provisions of this agreement, shall receive the following holidays with pay:

New Year's Day  
\*3rd. Monday in Feb.  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

\*It is understood that the date of this holiday will correspond with "Heritage Day".

- (b) The intent is that there shall be no more than eleven (11) paid holidays during the term of this agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace on of the designated holidays in the collective agreement.
- (c) Upon the completion of the probationary period, the Employees shall be **paid** for any and all holidays for which they have not been paid which fell within the probationary period, at the rate **of** pay that was in effect when the holiday occurred.

- (d) Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday, at her regular rate of pay.

32.03 (a) **An** Employee shall qualify for holiday pay if:

(i) she had worked her full scheduled shifts immediately preceding and immediately following the holiday, unless the Employee is absent from the immediate preceding and/or following shift due **to** illness verified by a medical doctor's certificate;

The Employee will be eligible for one **(1)** day's holiday during any one **(1)** period **of** illness, except at the Christmas and New Years' period where there is more than one **(1)** holiday, the entitlement shall be limited to a maximum of two **(2)** days. Employees **so** entitled may claim sick leave for subsequent holidays during the extended illness.

(ii) she has earned wages on at least twelve **(12)** days during the four **(4)** weeks immediately preceding the paid holiday.

32.04 Holiday pay will be computed on the basis of the number of hours the Employee would otherwise work had there been no holiday, at her regular rate **of** pay.

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

32.06 **An** Employee who is required to work on any of the above mentioned holidays, in addition to her holiday pay, will be paid at the rate of one and one-half **(1.5)** times her regular rate of pay.

32.07 Any Employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the Employee will receive holiday pay as stipulated in article 32.04.

32.08 **If** one of the above named holidays occurs on a regular day off or during the vacation period **of** an Employee who regularly is employed more than twenty-two and one-half **(22.5)** hours per week, the Employee shall receive an additional day off in lieu thereof

within two (2) weeks either side of the holiday, unless otherwise arranged between the Employee and the Supervisor, **or** the Employee shall receive a day's pay. These options shall be at the discretion of the Employer.

32.09 For purposes **of** clarifying **when** a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

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

32.11 When a paid holiday occurs during a period **of** serious illness requiring the Employee to be an in-patient in a hospital, as verified by a doctor's certificate, the period of such hospitalization shall be considered sick leave; the Employer will receive an additional day's pay or a compensation day off with pay, following her return to work, in lieu of the paid holiday.

#### **ARTICLE 33 - VACATIONS**

33.01(a) 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.

(b) For purposes of vacation entitlement accrual only, one (1) year = 1800 hours paid.

33.02(a) The periods at which Employees shall take vacation shall be based on the selection **by** the Employees according to seniority in each department, but shall be finally determined by the Administrator, having due concern for the proper operation of the home.

(b) **An** Employee who wishes a vacation between June 1st and September 1st must apply to her department head by April 30th of the same year or vacation for that period will be granted on a first ask/first choice basis rather than on a seniority basis.

(c) The Employer agrees to make available from March 1st a vacation request sheet for the summer months. A confirmed vacation schedule shall be posted on the Employee bulletin board by May 30th.

'3.03 Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in patient in a hospital as verified by a doctor's certificate the period of such hospitalization will not be counted against the employee's vacation credits.

33.04 Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. Employees shall not waive vacation and draw double pay.

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

33.06(a) Employees who are regularly employed for more than twenty-two and one-half (22.5) hours per week and who have completed their probationary period as of June 30th will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such Employees will be four percent (4%) of gross earnings during the vacation year.

(b) Employees who are regularly employed twenty-two and one-half (22.5) hours per week or **less**, who have completed four hundred and eighty-seven and one-half (487.5) hours but less than eighteen hundred (1800) hours as of June 30th will be granted one (1) days' vacation for each twenty-one (21) shifts of service to a maximum of ten (10) working days. Vacation pay for such Employees will be four percent (4%) of gross earnings during the vacation year.

33.07 Employees with one (1) year of service on or before June 30th of the current year **shall** accrue two (2) weeks' (10 days) vacation. Vacation pay for such Employees will be four percent (4%) of **gross** earnings for the vacation year.

33.08(a) Employees who are regularly employed more than twenty-two and one-half (22.5) hours per week with three (3) years of service on or before June 30th of the current year shall accrue three (3) weeks' (15 days) vacation. Vacation pay for each Employees will be six percent (6%) of gross earnings for the vacation year.

(b) Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less with 5,400 hours of

service on or before June 30th of the current year shall accrue three (3) weeks' (15 days) vacation. Vacation pay for such Employees will be six percent (6%) of gross earnings for the vacation year.

33.09(a) Employees who are regularly employed more than twenty-two and one-half (22.5) hours per week with eight (8) years of service on or before June 30th of the current year shall accrue four (4) weeks' (20 days) vacation. Vacation pay for **such** Employees will be eight percent (8%) of gross earnings for the vacation year.

(b) Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less with 14,400 hours of service on or before June 30th of the current year shall accrue four (4) weeks' (20 days) vacation. Vacation pay for such Employees will be eight percent (8%) of gross earnings for the vacation year.

33.10(a) Employees who are regularly employed more than twenty-two and one-half (22.5) hours per week with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks' (25 days) vacation. Vacation pay for such Employees will be ten percent (10%) of gross earnings for the vacation year.

(b) Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less with 27,000 hours of service on or before June 30th of the current year shall receive five (5) weeks' (25 days) vacation. Vacation pay for such Employees will be ten percent (10%) of gross earnings for the vacation year.

(c) Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five (25) years of service on or before the start of vacation year - 1997-1998 shall receive six (6) weeks vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.

(d) Effective with the start of their next vacation year (1998-1999), employees who are regularly scheduled to work more than sixty-six (66) hours but less than seventy-five hours bi-weekly, vacation entitlement shall be based on provisions for employees regularly working seventy-five (75) hours.

- (e) 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.

33.11 Vacation pay (as provided in Articles 33.07 through 33.10) is to be paid as a percentage of total earnings or regular pay for accrued vacation, whichever is the greater. Total earnings will include the past year's vacation pay paid.

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

33.13 An Employee who is regularly employed more than twenty-two (22.5) hours per week will be allowed vacation during the Christmas period on a rotating seniority basis provided replacement staff who are regularly employed twenty-two and one-half (22.5) hours per week or less are available.

33.14 Vacation pay will be paid to all Employees on a regular pay day in advance of their vacation and such vacation pay shall be paid by separate pay cheque.

33.15 A vacation accrual list will be posted at the end of each month.

#### ARTICLE 34 - SICK LEAVE

34.01 Pay for sick leave is for the sole and only purpose of protecting Employees against loss of income when they are legitimately ill and will be granted to full-time Employees on the following basis, provided sick leave credits are available.

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

- (b) Provision for a Weekly Indemnity Plan to provide coverage on the first day of hospitalization or accident or the eight day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (c) Current Employees who retained sick credits as per the arrangement agreed to prior to the introduction of the weekly indemnity plan will be allowed to use those credits, if applicable, to supplement weekly indemnity benefits if they are required, to full regular base earnings.
- (d) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of fourteen (14) days. Accumulated sick leave credits may be used for the first seven (7) days of illness and deducted from the total credits accumulated. Once weekly indemnity has become payable for an illness or disability, the Employee will not be required to complete the qualifying period if the Employee has returned to work and the same illness or disability recurs within two (2) weeks. Benefits for all such recurrences of any one disability or illness will not be paid for a combined period longer than the maximum benefit period. A record of accumulated sick days will be published at the end of each month.
- (e) Weekly Indemnity Plan for new Employees to be effective on the completion of 400 hours worked. It is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
- (f) The Employee may request proof of disabling accident or sickness reasonably acceptable to the Administrator or Director of Care: (See interim letter of understanding)
  - (i) for any absence in excess of two (2) days;
  - (ii) for the fourth and succeeding illness in a calendar year.

Failure to provide this certificate as requested may result in **loss** of sick leave benefits for that period of illness.

- (g) **An** Employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. **An** Employee who will be absent on the day shift due to personal illness will endeavour to notify the Employer at least two (2) hours prior to the commencement of the shift but in any event at least one (1) hour prior to the commencement of the shift, unless impossible.

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

- (h) The Employer will notify the Employees of their accumulation of sick leave on request.
- (i) **An** Employee who is absent due to a pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to article 20 (06).
- (j) An Employee may be required, after any absence due to illness or injury of three (3) or more days, to furnish to the Employer a certificate **of** a legally qualified medical practitioner, stating that the Employee is able to resume her full duties without risk to herself or residents.
- (k) Notwithstanding the above, it is agreed that the Employee must provide any required medical certificate pursuant to a statute or regulation of any public health requirement which certifies that the person is fully recovered from illness which caused the absence.
- (l) If an Employee becomes ill during her shift and is unable to complete her shift, she will be paid for the balance of her shift out of the accumulated sick leave credits.

34.02 In the event the Home requires an Employee to undergo a medical examination, the Employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the Employee prefers. Where the Employee chooses to use her own physician and, in the opinion of the Home, the physician's report **is** inadequate and a further consultation is required, then the second examination will be on the Employee's time or during working hours by the Home's physician.



4.03 Permanent part-time Employees shall accumulate and use sick leave in accordance with the provisions set out above based on one (1) day of sick leave credit for every 162.5 hours worked. Only the number of hours that the part-time Employee was scheduled to work on the day **of** illness will be paid as sick time.

34.04 Current full-time Employees as of June 5, 1986, who have or will have ten (10) or more years consecutive service (including credit for permanent part-time service) as of December 31, 1986, may use the accumulated sick leave credits for purposes of taking additional vacation with pay equal to all or any portion of her unused sick bank over fourteen (14) days, provided that the scheduling of this time shall be at the mutual agreement of the Employer and the Employee.

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

#### **ARTICLE 35 - WORKERS COMPENSATION**

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

- (a) The Employer shall continue to pay premiums for benefit plans for Employees who are on 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.
- (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 that the Employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered **as** time worked for the purpose of calculating

the current year's vacation entitlement under the terms of the agreement.

35.02 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 Employer will post notice of the vacancy in accordance with the job posting procedure (Article 17) of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

35.03 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 Employer that the Employee has the physical capability to perform her normal job.

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

(b) If an Employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim, but prior to two (2) full years mentioned in article 35.03 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 in accordance with articles 35.01(a) and 35.03. (**This** would be effected by the returning Employee displacing the Employee with the least seniority in the category to which she is returning.)

35.05 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 Home in a classification which is covered by this agreement, then the returning Employee may exercise her seniority if she has the qualifications, experience and ability, by bumping into the job at the applicable salary level,

Displacing the Employee with the least seniority in the classification.

35.06 Where an Employee has become entitled to W.C.B. benefits she will be paid for the full day on which the injury occurred with no charge to sick leave credits.

35.07 In the event that the Employer challenges a Workers' Compensation Board claim, an Employee who is absent from work as a result of illness or injury sustained at work, and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan under Article 34. Payment under this article will only be provided if the Employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment will be refunded to the Employer following final determination of the claim by the Workers' Compensation Board.

If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the Sick Leave Plan, article 34. Any payment under this provision will continue for a maximum duration equal to that of the Weekly Indemnity Plan.

#### **ARTICLE 36 - HEALTH, INSURANCE BENEFITS AND PENSION PLAN**

36.01 The Employer agrees to pay 100% of the Ontario Health Tax.

36.02 The Employer will pay one hundred percent (100%) of the premium cost of a Life Insurance Plan to provide twenty thousand (\$20,000.) dollars coverage for each Employee who has completed her probation period.

36.03 The Employer will pay one hundred percent (100%) of the billed single/family premium rate, whichever is applicable, for an Extended Health Care Plan. (\$10. - \$20. deductible, no co-insurance) including semi-private coverage, for Employees covered by this agreement who have completed their probation period and who participate in the plan. If an Employee is otherwise covered, the Employer shall not be obligated to contribute, except that if the Employee becomes the primary bread-winner, the Employer will commence single/family coverage as applicable. It is understood

hat the drug benefit coverage of the Extended Health Care Plan is on the basis of payment for all medications which legally require a prescription by an authorized medical practitioner and product selection (i.e. approved interchangeable generic drugs).

36.04 The Employer will pay one hundred percent (100%) of the billed single/family premium, whichever is applicable, for a Vision Care Plan with a benefit limit of ninety dollars (\$90.00) every twenty-four (24) months for Employees who have completed their probationary period and who are participating in the Extended Health Care Plan. If an Employee is otherwise covered, the Employer shall not be obligated to contribute.

36.05 The Employer will pay one hundred percent (100%) of the premium cost of the Weekly Indemnity Insurance Plan (subject to article 39).

36.06 The Employer will pay fifty percent (50%) of the billed single/family premium, whichever is applicable for Dental Plan #9 or equivalent for Employees who have completed their probation period and who participate in the plan. If an Employee is otherwise covered, the Employer shall not be obligated to contribute. O.D.A. rates will be one (1) year behind current year.

36.07 Where the Employer requires the Employee to be examined by the Employer's doctor, the Employer will pay any doctor's fee or for a doctor's certificate not covered by major medical or O.H.I.P. and will pay the Employee for the time.

#### Change of Carrier

36.08 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this article. The Union shall be provided with a current copy of the master policy. It is clearly understood that the Employer's obligation pursuant to this collective agreement is to provide the insurance coverage bargained for.

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

- (a) the Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.

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

Nancy Backhouse  
Deena Baltman

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

- (g) the arbitrator shall render a decision within 10 days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply **to** insured benefits. It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If

the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitzky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process.

36.10 The Employer will notify the Union if it intends to change the Insurance Carrier.

36.11 The Employer's contribution for premiums as described above for Employees who are normally employed on a regular basis for less than thirty-seven and one-half (37.5) hours per week will be prorated according to article 39.02.

**ARTICLE 37- THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

1. 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 4% (fourpercent ) of applicable wages to the Plan. The Employer shall match such contributions, the amount being 4% (four percent) 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 pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that any such obligations **exceeds** that which the employer would have if the Plan were a defined contribution plan.

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

#### **ARTICLE 38 - UNIFORM ALLOWANCE**

**38.01** A uniform allowance will be paid by the Employer in the amount of 6.5 cents per hour, based on hours worked to all Employees in the bargaining unit for the purchase, laundering and repair of uniforms. Such amount will not form part of the regular hourly rate nor will it be for purposes of overtime and paid holiday premiums. This amount will be paid in a lump sum once annually.

**38.02** The payment to permanent part-time Employees will be pro-rated on the basis of article 39.

**38.03** Employees in the Nursing Home section shall have the preference of wearing white or pastel uniforms.

#### **ARTICLE 39 - RATES OF PAY AND PREMIUMS**

**39.01** Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

##### **39.02** Wage Progression

Employees within their classification will progress on the wage grid on completion of the hours as specified in Schedule "A". 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 or Weekly Indemnity Plan shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their classification. For the purpose of this provision one (1) year shall equal 1950 hours.

'9.03 In no event shall there be any pyramiding **of** benefits or payments.

#### 39.04 Shift Premium

**All** Employees who are required by the Employer to rotate over two or more shifts, shall receive a premium **of** twenty-one cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an Employee receives overtime premium and shift premium, and said premium will not form part of the Employee's straight time hourly rate.

### **ARTICLE 40 - PRO-RATA EMPLOYEE BENEFITS**

40.01 On the basis **of** the average hours paid, as determined by calculation under article 14.02, the Employer will pay the percentage of premiums specified in 39.02 for health and welfare benefits for Employees who are regularly employed for less than thirty-seven and one-half (37.5) hours per week, who participate in the plans. Employees may elect at the time of hire to enroll in any or all of the group insurance plan(s) as described in article 36, subject **to** any waiting periods or other conditions of the plan(s).

The pro-rata percentage for present Employees will be based on **a** calculation **of** average hours paid over the past six (6) months, such calculation to be completed at the time **of** ratification of the agreement. The pro-rata percentage for new Employees will be based on the scheduled of work for which these Employees were hired. These percentages will then be revised, as necessary in accordance with the semi-annual calculation under article 14.02.

- 40.02 (a) Employees working fifteen (15) hours or less bi-weekly will receive ten (10%) percent of the Employer paid share of the health and welfare premiums.
- (b) Employees working more than fifteen (15) hours bi-weekly and up to and including thirty (30) hours bi-weekly **will** receive twenty (20%) percent of the Employer paid share of the health and welfare premiums.
- (c) Employees working more than thirty (30) hours bi-weekly and up to and including forty-five (45) hours bi-weekly will receive forty (40%) percent **of** the Employer paid share **of** the health and welfare premiums.

- (d) Employees working more than forty-five (45) hours bi-weekly and up to and including fifty-two (52) hours bi-weekly will receive fifty per cent (50%) of the Employer paid share of the health and welfare premiums.
- (e) Employees working more than fifty-two (52) hours bi-weekly and up to and including sixty-six (66) hours bi-weekly will receive seventy-five (75%) of the Employer paid share of the health and welfare premiums.
- (f) Employees working more than sixty-six (66) hours bi-weekly will receive one hundred per cent (100%) of the Employer paid share of the health and welfare premiums.
- (g) Permanent part-time Employees shall receive pay for each day of sick leave, paid holiday and uniforms allowance as stipulated in this agreement in accordance with the percentage outlined in paragraphs (a), (b) and (c) above.

40.03(a) Hours paid in calculating pro-ration formula will include Workers' Compensation and Weekly Indemnity.

(b) When an Employee is on:

(i) maternity leave;

(ii) adoption leave;

(iii) approved paid leave of absence in excess of thirty (30) continuous calendar days.

Pro-ration upon return shall be based on the percentage in effect prior to commencement of the leave.

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

40.05 For the purpose of clarification the only exception to this calculation will be an Employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an Employee who qualifies will immediately receive entitlement up to one hundred per cent (100%) of the Employer's paid share of premiums and benefits.



**ARTICLE 41 - PRINTING**

41.01 The Union will arrange printing **of** the collective agreement and will share equally with the Company any cost of printing.

**ARTICLE 42 - HEALTH AND SAFETY**

42.01 The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the home in order to prevent illness or injury. To that end, both parties agree to promote and participate in a joint Health and Safety committee and to observe all safety rules and practices established by the Employer.

**ARTICLE 43 - RETROACTIVITY**

43.01 Retroactivity for wages shall be paid within three (3) pay periods, following notice to the Employer of ratification; to all Employees on the basis **of** all hours paid **as** of January 1, 1997 on a separate cheque.

43.02 If an Employee shall have terminated her employment since the expiry date of the agreement, the Employer shall advise the Employee by notice in writing by registered mail to the last known address on the records of the Employer and the Employee shall have thirty (30) days from the posting within which to claim any payment due him/her.

**ARTICLE 44 - RENEWAL, AMENDMENT AND TERMINATION**

44.01 This agreement shall be effective from January 1, 1997 and shall continue in effect until December 31, 1998, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires **to** amend or terminate this agreement.

44.02 If, pursuant to such negotiations, an agreement on the renewal or amendment of this agreement is not reached prior to the current expiration date, this agreement shall automatically be extended until consummation of a new agreement, or completion of the proceedings prescribed under the Labour Relations Act, 1980 of

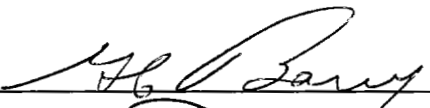
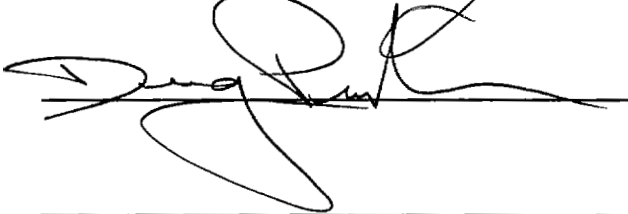
the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.


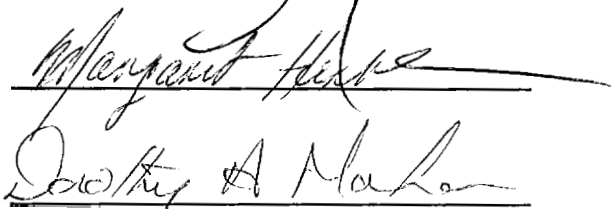
The parties agree that Martin Teplitsky will remain seized on the issues of Health & Welfare benefits.

IN WITNESS WHEREOF the parties hereto have hereunto caused this agreement to be executed by their duly authorized representatives this 11 day of December 1997.

FOR THE COMPANY

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 204

  
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DM/WS

LETTER OF UNDERSTANDING #1



Re: Transportation

Employees will not be required to use their personal vehicle to transport residents as part of their obligation of their **work** at the home.


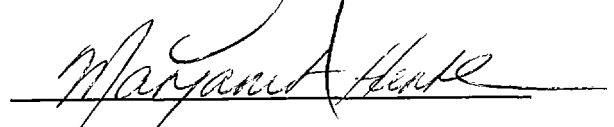
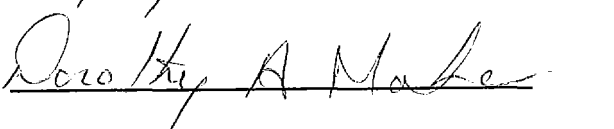
LETTER OF UNDERSTANDING #2

The employer agrees to provide a staff room and a washroom to **be** used exclusive by staff.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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LETTER OF UNDERSTANDING #3

Re: Sick leave Certificate Issue

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

The Union and the Employer understand and agree that if the Employer requires sick leave certificate in accordance with past practice or the collective agreement, and the doctor charges the Employee for such certificate outside of OHIP, the Employer will pay for the certificate.

This interim understanding will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the Arbitrator.

LETTER OF UNDERSTANDING #4


Re: Annual Medicals Required by the Nursing Home Act


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

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

DATED at Scarborough, this 11<sup>th</sup>

day of December 1997.

  
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FOR THE EMPLOYER

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

PENSION LETTER OF UNDERSTANDING

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

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

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching 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 employee 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 AGREEMENT

TERMS OF REFERENCE

LABOUR/MANAGEMENT COMMITTEE

Re: Article 8.05

1. Purpose and Commitment:

The Employer and the Union recognize the value of open and effective communication in maintaining a constructive labour/management relationship. To this end, this Committee will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both parties. The Employer and the Union hope that their effort in this initiative will help to build a better line of communications and a more harmonious workplace for everyone,

2. Structure and Size:

The Committee will be comprised of an equal number of employee from the Union and Management based on criteria as set out in Article 8.05 of the Collective Agreement.

3. The Administrator and the unit Chair or Designate will meet prior to the Committee meetings to exchange proposed agenda items for that meeting. Those items will be listed in order of priority. The Employer will arrange to integrate the two lists and have a single agenda typed and distributed to Committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as the first item on each meeting's agenda.

4. Meeting Times:

The Committee will meet on advance written request **of** either party once every two (2) months, or as required. It will be the Committee's objective to limit each meeting to 45 minutes, but in no case will the meeting last longer than 1 hour.

5. Chairman ship:

The parties will alternate the Chair from meeting to meeting. The party chairing the meeting will appoint from among their Committee

Chairperson, and the other party will appoint a Recording Secretary. The Chairperson will seek to keep the discussion on topic and timely and ensure that each Committee member as a change to have input on each item discussed.

6. Minutes:

Following the Committee meetings, the Chairperson and the Recording Secretary will compare notes and agree to the minutes which will then be typed by the Employer, and a copy of same will be made available to each of the Committee Members, and a copy will be posted on the Union Bulletin board.


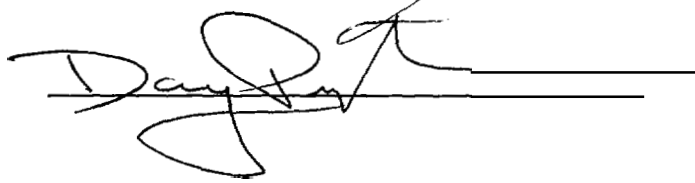
7. Other Matters:

The parties agree that any item which is within the mandate of another Committee will not be an appropriate agenda item.


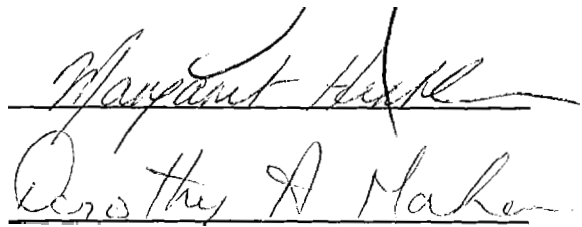
The Employer agrees to pay Employees for time spent in Committee Meetings held during the Employee's normal working hours. Time spent in meeting outside of the Employee's normal working hours shall be paid at regular single time wages.

DATED at Scarborough this 11 day of December 1997.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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SCHEDULE "A"  
 CLASSIFICATION AND WAGES  
 VILLAGE RETIREMENT CENTRE AND ORCHARD VILLA

January 1, 1997    January 1, 1998  
 (1%)                      (1%)

Nurses Aide, Activity Aide

Start	12.97	13.10
1 Year	13.37	13.50
2 Years	13.80	13.94

Health Care Aide

Start	13.13	13.26
1 Year	13.52	13.66
2 Years	13.95	14.09

Housekeeping, Laundry &  
 Dietary Aide

Start	12.82	12.95
1 Year	13.24	13.37
2 Years	13.64	13.78

Cook I

Start	14.23	14.37
1 Year	14.68	14.83
2 Years	15.06	15.21

Cook 2

Start	13.64	13.78
1 Year	14.05	14.19
2 Years	14.48	14.62

R.P.N.'s

Start	15.28	15.43
1 Year	15.70	15.86
2 Years	16.09	16.25

Villa Attendants

Start	12.88	13.01
1 Year	13.30	13.43
2 Years	13.72	13.86

N.T. Aides

Start	13.88	14.02
1 Year	14.32	14.46
2 Years	14.74	14.89

Handy Person

Start	13.64	13.78
1 Year	14.05	14.19
2 Years	14.48	14.62

Receptionist

Start	12.97	13.10
1 Year	13.37	13.50
2 Years	13.87	14.01

Maintenance

Start	13.93	14.07
1 Year	15.13	15.28
2 Years	15.51	15.67

Activationist

Start	12.97	13.10
1 Year	14.09	14.23
2 Years	14.48	14.62

Wage Progression in accordance with Article 38

Rate Increase for the second year will be as awarded by arbitrator Teplitsky for the Central Nursing Home and effective by January 1, 1996.

Probationary Rate: Employees will be paid a probationary rate of twenty (20) cents an hour less than the start rate above.

**An** Employee holding a Health Care Aide certificate and working as a Activity aide will be paid the H.C.A. rate.

The above rates includes Pay Equity Adjustment of .35 cent.