

147 Employees

Unit No. 130

COLLECTIVE AGREEMENT

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
C.O.B. AS TENDERCARE LIVING CENTRE, NURSING HOME
(SERVICE FULL-TIME)**

-AND-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(CHARTERED BY THE S.E.I.U.; AFL-CIO-CLC)**

EXPIRY: DECEMBER 31, 2000

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ARTICLE 1- PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for its employees at Tendercare Nursing Homes Limited, c.o.b. as Tendercare Living Centre, Nursing Home in the Province of Ontario, save and except those employed as registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for which the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.
- 2.04 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to: Order, discipline, and efficiently govern the conduct of employees, establish and enforce rules and regulations necessary therefore, but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.

3.02 The Union further acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to hire, retire, discharge, transfer, promote, demote, classify or discipline employees provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee is solely in the discretion of the Employer on a rational basis.

ARTICLE 4 - DEFINITIONS

4.01 Permanent part-time employees is hereby defined to be those persons regularly employed on the average more than twenty-four (24) hours per week but less than thirty seven and one-half (37 ½) hours per week who have completed the probationary period described in Article 9.02. Article 22.12 describes how this Agreement shall affect those persons.

4.02 A newly hired employee must successfully complete a probationary period of three hundred and seventy-five (375) hours worked. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.

4.03 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 purposes of completing the probationary period requirement.

4.04 The seniority of a permanent part-time employee, who has completed the probationary period requirement, shall date three hundred and seventy-five (375) hours prior to the date on which the employee completed his probationary period.

ARTICLE 5 - UNION SECURITY

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

5.02 (a) All employees shall as a condition of employment be subject to Union dues deduction. Such deduction shall be made upon completion of the probation period from the first pay of each month and forwarded to the Union office on or before the 20th day of the same month in which the deductions were made.

- (b) The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made.
- (c) If employees do not authorize deductions in accordance with this Article their services will be terminated.

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

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

5.05 The Employer will show on the T4 slip issued to each employee for income tax purposes the amount of Union dues deducted in the relevant calendar year.

5.06 No Discrimination

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

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 In view of the orderly procedure established by the 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 January 1, 1980, as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) members and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including the negotiations for the renewal of any agreement. Two (2) members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any arbitration proceedings.
- (b) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the nursing homes in the Province of Ontario, to which the Employer is a party, the Union will elect or otherwise select a negotiating committee of one (1) representative from each nursing home. This representative will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceeding but excluding any arbitration proceedings.
- 7.02 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards.
- 7.03 It is agreed that any two (2) of the Union Representatives of Local 204 may be present with the Union Committee at their request at any Union-Management meeting.
- 7.04 The Union acknowledges that Stewards and Union Committee Members have regular duties which must be performed on behalf of the Nursing Home and that such employees will not leave their regular duties without first obtaining permission to do so from the Administrator or his designate. Such permission shall not be unreasonably withheld. The Union and the Employer will use their best efforts to schedule meetings in such a manner so as to minimize disruptions to the normal operations of the nursing home.
- 7.05 It is agreed that there will be no deduction from the pay of Stewards or Committee Members for time spent on the premises of the Nursing Home while meeting with representatives of the Employer during an employee's scheduled working hours for which permission has been granted by the Administrator or his designate.

7.06 Each steward or committee member shall be an employee of at least three (3) months seniority with the Employer in order to be eligible for election to the said position.

7.07 The Nursing Home, will supply the Union with a list of all Supervisory personnel who may be involved in the administration of this Agreement and will revise such list from time to time as is necessary.

7.08 The Union will supply to the Employer the names and titles of all stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

7.09 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.

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

It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

Suitable subjects for discussion will include orientation, aggressive residents and work load issues.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Complaints and Grievances

- (a) It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he or she

has first given the immediate supervisor an opportunity of adjusting the complaint.

- (b) If an employee has a complaint he or she, who may request the assistance of the steward, shall discuss it with the immediate supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, the grievance may be lodged by the employee within five (5) working days, following the reply of the immediate supervisor.
- (c) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable, and an allegation that this Agreement has been violated.

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

Step 1

The aggrieved employee shall present his/her grievance in writing (on a standard form approved by the Employer and completed as indicated on the form) to his/her immediate supervisor. The steward of the aggrieved employee may also be present when the grievance is presented to the immediate supervisor. If a settlement satisfactory to the employee concerned is not reached within three (3) working days or any longer period which may be mutually agreed upon at the time (such extension to be given in writing) the grievance may be presented as follows at any time within three (3) working days thereafter.

Step 2

Failing a satisfactory settlement in Step 1, the aggrieved employee, accompanied by a Union representative may present his/her grievance to the Administrator or in the Administrator's absence his designated representative who shall consider it in their presence. Should no settlement satisfactory to the employee be reached within three (3) working days the next step in the grievance procedure may be taken at any time within three working days thereafter.

Step 3

Failing a satisfactory settlement in Step 2, the aggrieved employee may submit his/her grievance in writing to the Employer for discussion at a special

meeting of the Union Committee and the Employer. The decision of the Employer shall be given in writing within five (5) working days following the meeting. Should the Employer fail to render its decision as required in Step 2 or if the reply of the Employer is not satisfactory to the employee, the grievance may then be referred to arbitration if the request is made in writing within ten (10) days after the grievance has been dealt with at such special meeting. If no written request for arbitration is received within ten (10) working days after the decision under Step 3 is given or within fifteen (15) working days following the meeting under Step 3 of the Grievance Procedure, the grievance shall be deemed to have been settled.

8.02 No grievance shall be considered which has not been carried through the steps of the grievance procedure within the various time limits any of which may be extended by mutual consent in writing of the parties.

8.03 A Saturday, a Sunday, a Paid Holiday within the meaning of this Agreement shall be excluded in computing the time limits within which a step is taken under the Grievance Procedure of this Agreement.

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

8.05 Discharge Grievance

A claim by an employee with seniority that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Administrator or his designate within five (5) days after the employee has received his discharge notice. Such grievance shall be taken up at a special meeting with the Union Committee and the Employer.

Such special grievances may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation or in such other manner as is deemed just and equitable in the opinion of the conferring parties. Such compensation, however, shall not exceed the amount which the employee would normally have earned, calculated on standard time during the period of discharge.

Failing settlement of such special grievance under the foregoing procedure the grievance may be referred to arbitration for final and binding settlement upon the parties.

8.06 Policy Grievance

Where the differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matter, the differences between the parties shall be reduced to writing by either party and dealt with commencing at Step 3 of the Grievance Procedure.

The Union Committee and the Employer shall meet at a time mutually agreed upon providing there are matters arising out of the Agreement for discussion in which case a meeting will be arranged if one party notifies the other by letter as to the matters for discussion.

8.07 Group Grievance

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

8.08 Mediation Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to an Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.

- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8.09

Arbitration Process

- (a) If 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 other party to this Agreement shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) 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 to them, then either party may request the Ministry of Labour for the Province of Ontario to appoint a third person as Chairperson of the Board of Arbitration.
- (b) The said *two* (2) nominees first appointed shall be at liberty, prior to the appointment of the Chairperson, to discuss the grievance submitted to arbitration with a view to the mutual settlement.
- (c) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure within the time limit in the manner provided.

- (d) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (e) Each of the parties shall pay the expense of their own nominee and one-half of the fees and the expenses, if any, of the Chairperson.
- (f) The Board of Arbitration shall have no power to alter or change any of the provisions of this Agreement or to substitute any new provision for existing provisions nor to deal with any matter not covered by this Agreement.
- (g) The decision of any Board of Arbitration shall be consistent with the terms and provisions of this Agreement.
- (h) Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration shall be final and binding on both parties to this Agreement.
- (i) Any grievance involving the interpretation or application of this contract which has been disposed of hereunder shall not be made the subject of another grievance.
- (j) Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator then the cost of such arbitrator shall be shared equally by the parties.
- (k) At any stage of the complaint or grievance procedure including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to view any working condition which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 9 - SENIORITY

9.01 Effect of Absence

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

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

(d) Benefits- WSIB or Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits 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 WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

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

9.02 Seniority is defined as length of continuous service. The seniority of an employee who has completed the probationary period shall date three hundred and seventy-five (375) hours prior to the date on which the employee completed her probationary period.

9.03 Such seniority will date from the first date an employee actually commenced work for the Employer and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as

above, provided however, that an employee shall be entitled to the assistance of the Union in settling a grievance. However, the dismissal of a probationary employee shall not be the subject of a grievance.

9.04 Promotions will be based on seniority, provided that the candidates' qualifications and abilities for the job concerned are approximately equal. Seniority will also govern demotion, transfers, lay-offs, recalls, and reduction in staff, subject to the senior employee(s) being able to perform the normal requirements of the job.

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

9.06 The Union agrees to cooperate with the Employer to ensure the Employer receives advance notice of termination as soon as possible.

9.07 Seniority Lists

- (a) All seniority lists are to be provided by the Employer to the Union Office and Chief Steward by departments in January and July of each year, showing employee's names alphabetically, Social Insurance Numbers and their seniority starting dates.
- (b) When compiling a seniority list in July and January 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 worked for permanent part-time employees during that six month period shall be the hours used for calculating purposes under Article 22.12 - Permanent Part-time Employee Benefits.
- (c) Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Official Union Bulletin Board and will be revised every six (6) months.
- (d) The Employer will supply the Union Committee Chairperson with sufficient copies of the Seniority List for the Stewards and Committee Members as well as forwarding a copy to the Local Union Office.
- (e) The Employer will notify the Union Committee Chairperson on a monthly basis of the names of all new employees and their effective dates of hiring and also the names of all employees terminating and their effective dates of termination.

9.08 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty (30) months by reason of lay-off; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB.

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

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

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

ARTICLE 10 - JOB SECURITY

10.01 Lay-Off and Recall

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 required notice for individual employees.

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

- if her service is greater than 9 years - 9 weeks' notice
- if her service is greater than 10 years - 10 weeks' notice
- if her service is greater than 11 years - 11 weeks' notice
- if her service is greater than 12 years - 12 weeks' notice

10.02

Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one (1) calendar

week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received 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 his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

- (9) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

10.04 Benefits on Lay-off

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

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

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

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

ARTICLE 11 -JOB POSTING

- 1 ■01 It is mutually agreed that notices within the scope of the bargaining unit of any vacancy (permanent or temporary) or any new jobs created shall be posted on a Bulletin Board for a period of ten (10) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.

Note: It is also agreed in principle that only primary and secondary positions outlined above will have to be posted.

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

- 11.02 Employees shall have the right to bid during such seven (7) day period on such vacancy or new job created. Such vacancy or new job shall be filled from the applications received on the basis of seniority, provided the senior employee possesses the qualifications to perform the normal duties of the job.

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

11.04 Permanent Transfers

(a) If an employee is transferred or reclassified to a higher rated job group, he shall receive the higher of his present rate, or the starting rate of the **job** to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

(b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3 - Management Rights the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

11.05 When an employee transfers from the full-time bargaining unit to the part-time unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one ~~(1)~~ year equals 1800 hours.

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

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff 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.

ARTICLE 13 – WORK OF THE BARGAINING UNIT

13.01 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, loss of seniority or service or reduction in benefits to employees in the bargaining unit.

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

13.03 Full-time/Part-time Ratio

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

ARTICLE 14 - PRINTING

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

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Employees who are absent resulting from any leave of absence, shall not be considered to be laid off and their seniority shall continue to accumulate during such absence as per Articles 15.02, 15.14, 15.15.

15.02 Personal Leave

The Employer may grant leave of absence without pay to any employee for legitimate personal reasons.

15.03 Pregnancy and Parental Leave

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

15.04 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave **shall** be granted for seventeen (17) weeks as

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

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

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

Additional leave of absence may be taken under Article 15.13 Parental Leave.

- (d) Notwithstanding Article 15.04 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit.

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

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

Other Income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay

benefits are not reduced or increased by payments received under this plan.

- 15.05 An employee who does not apply for leave of absence under Article 15.04 (a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 15.04 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which in his opinion, delivery will occur or the actual date of her delivery.
- 15.06 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 15.07 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 pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.08 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 15.07.
- 15.09 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.

15.10 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

15.11 Subject to approval by EI, amend the SUB pregnancy language to provide the following:

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

15.12 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.13 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

15.13 Parental Leave

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

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

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

Parental leave ends eighteen weeks (18) 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 15.13 Parental

Leave, the provisions under 15.03, 15.06, 15.07, 15.08, 15.09, 15.10, and 15.12 shall also apply.

15.14 Union Leave

- (a) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than three (3) employees at any time and the total leave of absence for each employee in any year, shall not be longer than *two* (2) weeks duration, nor on more than two (2) occasions in any year. While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable). If three employees are to be on such leave simultaneously, then not more than two (2) shall be from one (1) department except by consent of the Employer.
- (b) For such leave of absence the Union must give twenty-eight (28) days clear notice to the Employer in writing.
- (c) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.15 Bereavement Leave

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

- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, 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.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two days ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.16 Jury and Witness Duty

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

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

official receipt thereof, excluding compensation received for her days Off.

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 Nursing Home on his regularly scheduled day off, the Nursing 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.

15.17 leave

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 16 - HOURS OF WORK

- 16.01 (a) The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- (b) The regular work shift for full-time employees shall be seven and one-half (7 ½) working hours per day exclusive of meal periods. The seven and one-half (7 ½) working hours per day will be worked within an eight (8) hour period.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for seven and one-half (7 ½) hours, notwithstanding the fact they have worked either six and one-half (6 ½) or eight and one-half (8 ½) hours.

16.02 Work Schedule

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 ½) for all hours worked.
- (c) 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 17.01 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (d) The Employer will endeavour to arrange shift schedules such that all employees will receive one (1) weekend off in three (3).

16.03 Lunch or Meal Periods

Lunch or meal periods will be uninterrupted, except in cases of emergency.

16.04 Relief Periods and Refreshments

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

The Employer will supply tea and toast and when available coffee, free of charge to all employees on rest periods.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 ½) the employee's regular rate of pay.
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees with the prior approval of the Director of Care or her designate, the Employer reserves the right to request signed

statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

17.02 Shift Premium

The Employer agrees to pay to all employees a rotation shift premium of twenty-eight (28) cents per hour for all hours worked when the majority of hours so worked fall between 4:00 p.m. of one day and 5:00 a.m. of the next day.

17.03 Minimum Reporting Allowance

Employees scheduled to work and who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours. This shall not apply in cases of acts of God or any labour dispute or conditions beyond the control of the Employer.

17.04 Call In

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

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

17.05 An employee who is called into work as a replacement for an absent employee, after that employee's shift has started and who completes six (6) or more hours of work, will be paid for the full shift.

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

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

Effective January 24, 1999, the responsibility allowance will be increased to five (\$5.00) dollars per shift.

ARTICLE 18 - ALLOWANCES

18.01 Uniform Allowance

- (a) The Employer agrees to pay eight dollars and fifty cents (\$8.50) per month uniform allowance to all full-time employees for the purchase, laundering and repair of uniforms.

Effective January 24, 1999, uniform allowance will be increased to **six** (\$.06) cents per hour.

- (b) The payment to permanent part-time employees will be pro-rated on the basis of Article 22.12.

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

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.
- 19.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- 19.03 Two (2) representatives of the joint health and safety committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 19.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- 19.05 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employee who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

19.06 Health and Safety Clothing and Equipment

The Employer shall provide all employees working in any potentially hazardous jobs with all the necessary tools, equipment, and protective clothing required. These shall be maintained and replaced where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

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

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

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

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized holidays without loss of pay for this Agreement shall be:

New Year's Day	Civic Holiday
*Third Monday in February	Labour day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	(1) Float Day

"To be replaced by Heritage Day if it is proclaimed.

Due to the nature of the services necessary in a Nursing Home, many of the employees may be required to work on those holidays.

20.02 An employee who is required to work on any of the above-named holidays will receive at the employee's option either:

- (a) Pay at the rate of time and one-half (1 ½) of the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular pay,

- or -

(b) pay at the rate of time and one-half (1 ½) of the employee's regular rate of pay for work performed on such holiday, and in lieu, a day off either thirty (30) days before or 30 days following the holiday. Such lieu day off to be selected by the employee and his/her supervisor by mutual agreement.

20.03 In general, employees will alternate with each other in being absent from work on holidays; for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.

20.04 Employees who work on Christmas Day or New Year's Day in a given year will not be required to work that same holiday the following year. However, employees' requests to be off on the same holiday two years in a row will be granted based on seniority and operational requirement.

20.05 In order to qualify for payment for the above mentioned holidays, an employee must work his regular working day immediately prior to and his regular working day immediately following the holiday.

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

20.06 If one of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks after 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. If an employee has met the qualifiers for a Paid Holiday, he/she is deemed to have qualified for lieu day pay for that holiday.

20.07 Employees will be able to stack three (3) statutory lieu days to be taken within three (3) months by mutual consent by the Employer and employee having due concern for the welfare of the Home.

20.08 For the purpose of clarity the Paid Holiday shall be the twenty-four (24) hour period beginning with the shift commencing after 11:00 p.m. on the evening preceding the Paid Holiday.

ARTICLE 21 - VACATIONS

21.01 Vacations with pay shall be granted to all regular full-time employees and proportionately for less than full-time employees in the bargaining unit on the following basis:

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

<u>Length of Service with the Employer as of May 31</u>	<u>Vacation Time Off</u>	<u>Pay as a percentage of earnings in year ending May 31</u>
Less than 12 months (continuous)		4% of earnings
12 months and over (continuous) but less than 3 years	2 weeks	with pay
3 years and over (continuous) but less than 8 years	3 weeks	with pay
8 years and over (continuous) but less than 15 years	4 weeks	with pay
15 years and over (continuous) but less than 25 years	5 weeks	with pay
25 years and over (continuous)	6 weeks	with pay

Note: Employees who work seventy-five (75) hours or more shall be eligible for 6 weeks vacation with pay after 25 years of service. Employees who work less than seventy-five (75) hours biweekly shall be eligible for 6 weeks vacation with pay after 45,000 hours paid.

- 21.02 For employees who are regularly scheduled to work seventy-five (75) hours bi-weekly, vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is the greater.
- 21.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Home. Requests for summer vacation must be made by March 15th. Requests after this date will be made on a first come first served basis. The summer vacation schedule will be posted by the Administrator by May 1st of each year.
- 21.04 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut off date. Employees shall not waive vacation and draw double pay.
- 21.05 Employees who have lost their seniority and have terminated their employment as set out in Article 9.08 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.
- 21.06 Vacation pay will be paid to all employees on a separate cheque on the regular pay day in advance of their vacation.
- 21.07 The Employer will allow one (1) employee from each shift to take vacation during the Christmas and New Year's period for the purpose of travelling out of the country on a first come basis, and rotation basis.
- 21.08 Seriously Ill Prior to Vacation
- It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

- Effective March 1, 1999, same sex spouse will be eligible to be a dependent for insured benefits.
- 22.01 The Employer agrees to pay 100% of the billed premium rate under the Ontario Health Insurance Plan (O.H.I.P.) for all employees with seniority.

22.02 The Employer will continue a Group Life Insurance Plan providing life insurance of \$17,000.00 per employee for all employees. The Employer shall contribute 100% of the premiums for the Group Life Insurance Plan.

22.03 The Employer will pay 100% of the billed premium rate for the Extended Health Care Plan with deductible \$10.00 single and \$20.00 family.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

22.04 The Employer shall continue to pay 100% of the premium for Semi-Private Hospital coverage for all employees.

Effective March 1, 1999, the \$10-\$20 co-insurance and semi-private hospital coverage are deleted and a drug card will be implemented with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included).

22.05 The Employer will pay 100% of the billed premium rate for a Vision Care Plan in the amount of \$90.00 every 24 months.

22.06 Dental Plan (Blue Cross #9 or its equivalent) to be continued. 50% of the billed premiums to be paid by the Employer and 50% to be paid by the employees. Plan to provide the 1990 O.D.A. fee schedule for 1991, and 1991 for the 1992 ODA fee schedule.

Effective March 1, 1999, the dental plan fee schedule will be increased to the 1996 ODA.

22.07 Effective March 1, 1999, the Employer will provide a \$300.00 Hearing Aid Benefit one hundred percent (100%) Employer paid.

22.08 The Employer will provide each employee with full details of the current benefit plans.

22.09 Change of Carriers

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

employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

22.10 Benefit Grievance Resolution

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

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

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

- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then 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 Teplitsky, 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. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

22.11 The Nursing Homes and Related Industries Pension Plan

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

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

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

- (i) the straight time component of hours worked on a holiday;
- (ii) holiday pay, for the hours not worked; and

- (iii) vacation pay

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

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

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

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

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

- (e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contribution and pension benefits.

The information required to be provided by the Employer may be provided in the form normally required 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 is not readily 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 enrollment of an employee or with the monthly remittances.

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

For further specificity, the items required for each eligible employee 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

22.12 Permanent Part-Time Employee Benefits

Accrual and payment of Paid Holidays and all benefits including shared cost arrangements for all employees shall be on a pro-rata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

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

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

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- (a) pregnancy/parental leave, and
- (b) approved leave of absence in excess of thirty (30) continuous calendar days,

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

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

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

Holiday pay is based on an employee's prorata percentage. As an example, if the employee's prorata percentage is eighty percent (80%), her holiday pay is eighty percent (80%) of seven and one-half (7 ½) hours or six (6) hours times her current hourly rate.

Vacation pay - percentage (%) of earnings.

22.13

New Hires

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

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

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

It is agreed that the implementation of this provision will not result in a reduction of the Employer's percentage of benefit premiums paid to any current employees.

ARTICLE 23 - INJURY AND DISABILITY

23.01 Where an employee is absent due to illness or injury which is compensable by WSIB, the following shall apply;

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits while the employee is absent.
- (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 WSIB.
- (c) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the

current year's vacation entitlement and pay under the terms of the Agreement.

23.02 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 of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

23.03 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 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

23.04 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the Nursing Home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

23.05 Employees are responsible for reporting immediately any injury sustained at work. Employees are also required to provide medical reports indicating the period they are to be off work.

23.06 The employees will make every effort to give the Employer a minimum of forty-eight (48) hours' notice of their intention to return to work following an injury under WSIB, for the purpose of scheduling.

23.07 Benefits/ Workplace Safety & Insu Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB 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 WSIB shall continue for up to twenty-four (24) months following the date of the injury.

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

ARTICLE 24 - SICK LEAVE

24.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is legitimately ill, and will be granted on the following basis:

- (a) Implementation of a weekly indemnity plan to be effective on the first day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary. The Employer may request proof of the accident or illness for any absence of two (2) days.
- (b) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (c) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits to the rate of one (1) day per month of service to a maximum of fourteen (14) days. Accumulated sick credits to be used for the first seven (7) days of an illness.
- (d) Weekly indemnity plan for new employees to be effective on completion of the probation period.
- (e) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- (f) Where cash-out sick leave provisions exist, and subject to the use of accumulated credits to supplement weekly indemnity payments, accumulated credits existing on August 31, 1982 may be cashed out on terms as previously provided for on termination provided the amount paid shall be at the employees hourly rate existing on April 1, 1981.

24.02 Any employee who has completed five (5) years of continuous service shall, on termination of employment, receive one-half (1/2) of the unused sick leave credit at the employee's basic straight time rate of pay, provided the amount paid shall be at the employee's hourly rate existing on April 1, 1981.

24.03 In order to qualify for sick leave, an employee must notify the Registered Nurse in charge of the shift as soon as possible and at least two (2) hours prior to the beginning of the employee's shift, unless a satisfactory reason is provided at the time of call in. The Employer reserves the right to require proof of illness by medical certificate or such other form of proof as the Employer may require before payment of sick leave is granted for up to two (2) days.

24.04 If an employee returns to work after such a sick leave without giving twenty-four (24) hours notice of his/her ability to return to work, his/her commencing shift may be delayed twenty-four (24) hours. Employees on sick leave are required to call regarding the next day as follows:

Day shift call in by 1900 hours
Evening shift call in by 1000 hours
Night shift call in by 1600 hours

24.05 (a) Weekly Indemnity

Weekly Indemnity participation is voluntary for all employees.

(b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

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

(d) Notwithstanding (c) above;

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

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

(iii) an employee with an increase in their *prorata* percentage of twenty percent (20%) or greater, above the pro-rata period

immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability

24.06 Absence for sickness or accident for which compensation is paid by the WSIB and for which no wages are payable by the Employer, will not be charged against sick leave credits. The proportion of wages not payable in compensation and paid by the Employer shall be chargeable proportionately against accumulated sick leave credits.

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

24.08 The Weekly Indemnity cheques shall be mailed directly to the employee's home.

24.09 Annual Medical and Sick Leave Certificate

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

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

24.10 E.I. Premium Reduction

The employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

24.11 Workplace Safety & Insurance Board Challenge

In the event that the Employer challenges a WSIB 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 WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was

approved, or the benefit to which she would be entitled under the sick leave plan, Article 24.01. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB 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 24.01. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 25 - COMPENSATION

25.01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

25.02 Retroactive Pay

Retroactive payment is to be made within thirty (30) days of the release of the Award and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Employer will pay retroactivity on a separate cheque.

25.03 Temporary Transfers

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.
- (b) When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification outside of the bargaining unit for a period in excess of one-half of one shift, the employee shall receive five dollars (\$5.00) per shift.

25.04

New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

25.05

Wage Progression

Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for by the Employer, and hours not worked and paid for under the Workplace Safety Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. Hours worked and hours paid for by the Employer during an

employee's probationary period will be included for purposes of wage progression.

It is agreed that an employee's current position on the wage grid will not be reduced as a result of the implementation of this provision.

ARTICLE 26 - BULLETIN BOARDS

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

ARTICLE 27 - PAY DAYS

27.01 The Employer agrees that wages will be paid bi-weekly. Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on Friday following the pay period. Where the hours of work are averaged over a two (2) week period, the two week period will be the same two (2) weeks as the pay period.

27.02 Employees will be paid on Friday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Friday a.m. shift.
- (b) All other employees will be paid during the day shift on Friday not later than 2 p.m.
- (c) Employees who are off on Friday will be paid on Friday not later than 2 p.m.

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

27.04 In the event that a regular pay day falls on a Paid Holiday, the employees will be paid on the day immediately preceding the normal pay day.

27.05 In the event an error is made in excess of ten dollars (\$10.00) on an employee's pay cheque, it shall be corrected within the next two (2) bank business days.

27.06 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by 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.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

ARTICLE 28 - PERSONNEL FILES

28.01 Letters of Reprimand

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

28.02 Suspension

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

28.03 Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 29 - TECHNOLOGICAL CHANGE

- 29.01 (a) Technological change means the introduction of equipment different in nature, type or quantity from that previously utilized, a change related to the introduction of this equipment, in the manner in which the Employer carries on his operations and any change in work methods and operations affecting one or more employees.
- (b) The Employer agrees to notify the Union at least three (3) months in advance of the change.

ARTICLE 30 - GENERAL

30.01 The Employer requires each staff member to confirm in writing by December 15th of each year their current address and telephone number. In addition all changes are to be given in writing on the shift following any change of information.

30.02 Staff Information


Employees in the bargaining unit are required to provide the Employer with their current address and current telephone number.

ARTICLE 31 - TERM

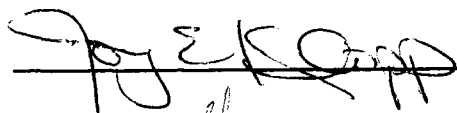
- 31.01 This Agreement shall continue in effect until December 31, 2000, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 31.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations Act, 1980 of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1970, as amended, whichever should first occur.

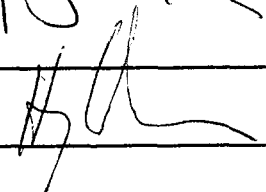
Signed this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





SCHEDULE "A"				
Classification	Step	Effective Jan. 1, 1999	Effective June 1999	Effective Jan. 1/2000
Dietary, Laundry & Housekeeping Aides	Probation	12.880	13.325	13.445
	Start	13.080	13.525	13.655
	1 Year	13.500	13.945	14.085
	2 Years	13.910	14.355	14.495
Nursing Aide Activity Aide	Probation	13.040	13.485	13.615
	Start	13.240	13.685	13.815
	1 Year	13.670	14.115	14.255
	2 Years	14.070	14.515	14.655
Health Care Aide Activity Aide Certified	Probation	13.200	13.645	13.775
	Start	13.400	13.845	13.975
	1 Year	13.820	14.265	14.405
	2 Years	14.230	14.675	14.815
Cook I	Probation	14.310	14.755	14.905
	Start	14.510	14.955	15.105
	1 Year	14.960	15.405	15.555
	2 Years	15.360	15.805	15.955
R.P.N.	Probation	15.370	15.815	15.975
	Start	15.570	16.015	16.175
	1 Year	16.010	16.455	16.615
	2 Years	16.400	16.845	17.005

A Pay Equity Adjustment of \$0.795 per hour has been incorporated into the above hourly rates.

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

The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.

Activity Aide Certified: Activity Aide certified classification for Activity Aides with Health Care Aide Certificate or Recreation Certificate.

LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND


SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: USE OF AGENCY STAFF


The Employer agrees to use its best efforts to ensure that agency staff will not work full shifts as replacements due to illness, etc., while bargaining unit employees remain on half shifts, provided such employees inform the Employer in advance of their availability.

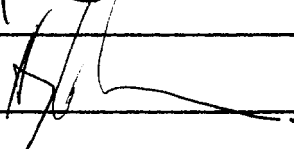
DATED this 8 day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND


SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: VACATIONS

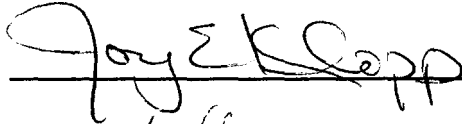
Vacations of 4 weeks or less must be taken in not more than 2 week periods between June 01 - December 31 and January 01 - May 31. No 3 or 4 week vacation requests will be considered unless management receives a written request for special consideration. Employees with 5 week vacation allowance will be allowed no more than 3 weeks during any 6 month period, unless management receives a written request for special consideration.

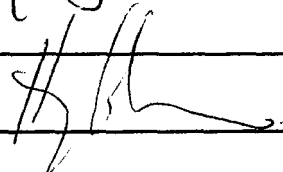
DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: WEEKENDS OFF

Union Committee will study time schedule to determine if it is practical to schedule staff to be off every other weekend.

Union Committee will study time schedule to determine if staff can be scheduled to work ten (10) days in a pay period without any lay-off or reduction in hours of work.

Management will endeavour to schedule staff to be off every other weekend, and to work ten (10) days in a pay period if and when the Ministry of Health funds additional staffing subject to the Employers' deployment needs for professional staffing.

DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, (NURSING HOME)**

AND


SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: HEALTH AND SAFETY

The Union, wherever possible, encourages members of the bargaining unit to be members of the Health and Safety Committee on a one-year rotating basis.

DATED this 3rd day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF INTENT

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204


RE: SICK LEAVE

The Employer will deliver the following Letter of Intent:

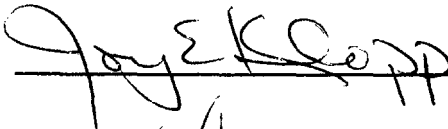
Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefor to the extent that it is able to do so.

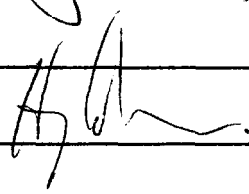
DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: PENSION PLAN

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 (3) members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

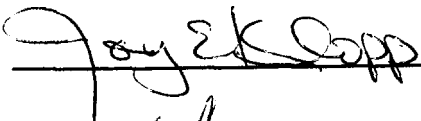
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

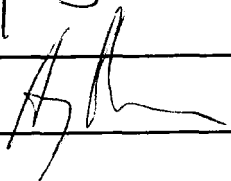
DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204


RE: PUBLIC OFFICE

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

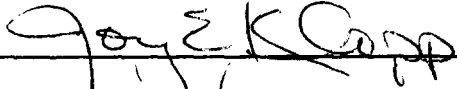
It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

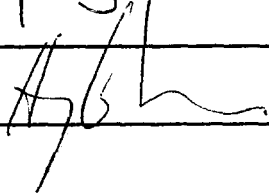
DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: CMI RESULTS

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union with staffing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.


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

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

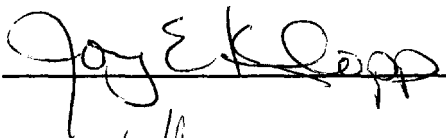
The parties may invite additional participants to attend the meeting to support constructive review and discussion.

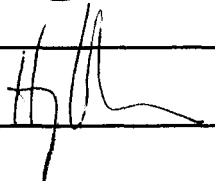
DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: R.P.N. RATES

Newly hired full-time employees and current full-time or part-time employees transferring to the full-time R.P.N. classification will be paid based on the R.P.N. rate structure set out in the part-time collective agreement.

Incumbent full-time R.P.N. employees shall receive any hourly rate adjustments based on the cents per hour increases to the part-time R.P.N. classification, ~~as follows:~~ *see H.L.*

<u>Employee</u>	<u>January 1, 1999</u>	<u>June 13, 1999</u>	<u>January 1, 2000</u>
Kalawatie Singh	\$16.95	\$17.395	\$17.555
Selen Halliday			
Marcia Hamilton			
Elsie Idio			
Dolorfina Taasin			
Aili Korkka			
Clare Nepaul			
Wendy Chiu			
Sharon Fearon			

DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER

[Signature]

ON BEHALF OF THE UNION

Joy Eklapp

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

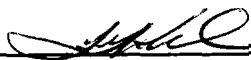
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

RE: LIEU DAYS ON WEEKENDS

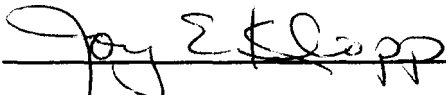
The parties agree: Upon the request of an employee and with the expressed permission of the scheduler, lieu days may be taken on weekends providing operational requirements are met.


DATED this 13th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204


RE: VACATION SCHEDULING

In addition to Articles 21.03 and 21.07 of the Collective Agreement, the following vacation scheduling procedure shall be instituted.

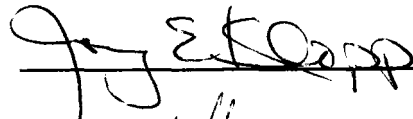
- (a) Vacations falling in the period from the beginning of the schedule following the "Christmas schedule" (around January 15th) through May 31st must be made by September 15th of the previous calendar year. Approvals and/or denials of requests received by September 15th will be made by November 1st according to seniority in each department but shall finally be determined by the Administrator having due concern for the proper operation of the Home. Requests received after September 15th will be on a first come, first served basis.
- (b) Vacations falling in the period June 1st through September 14th shall continue to be scheduled in accordance with Article 21.03 of the Collective Agreement.
- (c) Vacations falling in the period September 15th through to the end of the schedule preceding the Christmas schedule (around December 14th) must be made by May 31st. Approvals and/or denials of requests received by May 31st will be made by July 15th according to seniority in each department but shall finally be determined by the Administrator having due concern for the proper operation of the Home. Requests received after May 31st will be on a first come, first served basis.
- (d) For easy reference see the Chart, attached hereto as Appendix "A".

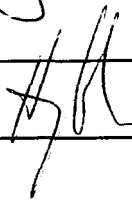
DATED this 5th day of December, 2000

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION





APPENDIX "A"

VACATION PERIOD	DEADLINE FOR REQUESTS	DEADLINE FOR APPROVALS
January 15 th (approx.*) May 31 st	September 15 th of previous calendar year	November 1 st
June 1 st – September 14 th [Summer schedule]	March 15 th	May 1 st
September 15 th December 14 th (approx.**)	May 31 st	July 15 th
December 15 th – January 14 th [Christmas schedule]	1 st come, 1 st served	

* to coincide with the end of the "Christmas Schedule"

** to coincide with the beginning of the "Christmas Schedule"