

150 Employees

Unit No. 123, 123A

COLLECTIVE AGREEMENT

BETWEEN

DIVISION OF BRODIE NURSING HOMES LTD. CARRYING ON
BUSINESS AS OAKWOOD PARK LODGE
(OAKWOOD DRIVE, NIAGARA FALLS)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
CHARTERED BY THE S.E.I.U., AFFILIATED
TO THE A.F.L.-C.I.O., C.L.C.
(HEREINAFTER REFERRED TO AS THE "UNION")

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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 employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union **as** the sole collective bargaining agent for all employees of Division of Brodie Nursing Homes Ltd. carrying on business as Oakwood Park Lodge (Oakwood Drive, Niagara Falls) and its Oakwood Park Lodge, Niagara Falls, save and except professional medical staff, registered nurses, graduate nurses and undergraduate nurses, supervisors, persons above the rank of supervisor, office staff, employees employed on an on-the-job training programme in association with Canada Manpower or a Community College, persons regularly employed for not more than 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 whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.
- 2.04 The Union and the Employer agree to abide by the Ontario Human Rights Code.

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ARTICLE 3 - UNION SECURITY

- 3.01 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.
- 3.02 The employer agrees to deduct from the wages of each employee the amount of regular monthly union dues **as** certified by the union. Such deductions shall commence in the month following the month of hire.
- 3.03 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day of the month in which they were deducted. The Employer shall provide the address of new employees on the first check off. The Union agrees to keep the Employer harmless and indemnified **from** any claims against it by an employee, which arises out of any deduction under this Article.

- 3.04 The Employer shall send each month to the Union office the names and addresses of all employees who have completed their probationary period in that month. It is mutually agreed that a Union Representative shall be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of informing such employee of the existence of the Union in the Nursing Home, and presenting such employee with a copy of the collective agreement. Furthermore, a Union Representative of the Joint Health and Safety Committee shall also meet at this time to inform the new employee about the workings of the Health and Safety Committee at the Facility. Both such meetings shall not exceed 15 minutes total in length.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

- 4.01 In view of the orderly procedures 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.
- 4.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in The Labour Relations Act R.S.O. 1970, c.232 as amended by S.O. 1975, c.76.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Centre;
 - (b) to maintain order, discipline, efficiency and, in connection therewith to establish and enforce reasonable rules and regulations, copies of which will be supplied to the Union;
 - (c) to hire, transfer, lay-off, re-call, retire, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that **an** employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home.
This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, **work** schedules and the increase or the reduction of personnel in any particular area.

ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE AND STEWARDS

- 6.01 The Employer will recognize a Labour Management Committee which shall consist of a Chief Steward and three (3) stewards at the Nursing Home all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with Management at any one time, The Employer shall be advised of the names of members of this Committee and shall be notified of any changes from time to time. All members of the Committee shall be full-time employees of the Employer who have completed their probationary period. Suitable subjects for discussion will include orientation ,aggressive residents and workload issues.
- 6.02 The Union acknowledges that the members of the Labour Management Committee must continue to perform their regular duties, and that so **far as** possible all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.
- 6.03 The Nursing Home members of the Negotiating Committee, numbering no more than three, will be paid by the Employer for time used during their normally scheduled working hours in negotiations of this agreement or its successor up to and including all conciliation proceedings but excluding any arbitration proceedings.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 An employee who has a grievance concerning the interpretation, application, administration or alleged violation of this Agreement shall process such grievance in the following manner. Before a written grievance **is** filed, the employee shall discuss the subject of the potential grievance with his or her immediate supervisor.
- (a) An employee grievance must **be** submitted in writing on forms provided by the union to his immediate supervisor within four (4) working days of the actual occurrence leading to the grievance unless the employee can demonstrate that she was unaware of such occurrence and could not reasonably be expected to have been aware. In such case the grievance must be submitted within four (4) working days of the time she became aware of the occurrence. The supervisor shall provide a written reply to the grievance within four **(4)**working days from the date the grievance is submitted;
- (b) Failing settlement at Step 1, the grievance may be forwarded to the Administrator or his designate within five **(5)** working days of the Supervisor's decision. A meeting will then be held within ten (10) working days of the Supervisor's decision between the Administrator or his designate and the employee who may be accompanied by his Steward and, if requested by either party, the Business Agent or an International Representative of the Union. The decision of the Administrator or his designate shall be given in writing within five **(5)** working days following this meeting.

(c) Should the Administrator or his designate fail to render his decision as required in Step 2 or, failing settlement at Step 2, the grievance may be referred to arbitration within five (5) working days of the Administrator's or his designate's decision in accordance with Article 8.01.

7.02 A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is presented to the Administrator or his designate within four (4) working days of the date of discharge. The grievance shall thereafter be discussed commencing at Step 2 as referred to in Article 7.01(b).

7.03 A Union policy grievance or an Employer grievance may be submitted in writing to the Administrator or the Union Business Agent, as the case may be, within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Administrator or the Business Agent, as the case may be, shall give a written reply to the grievance within five (5) working days after receiving the grievance. Failing settlement, the grieving party may refer the grievance to Arbitration within five (5) working days of the written reply in accordance with Article 8.01.

7.04 It is expressly understood that the provisions of Article 7.03 may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could have themselves instituted and the provisions of Article 7.01 shall not thereby be by-passed.

7.05 Any of the time limits above may be extended by mutual agreement.

7.06 In determining the time within which any action is to be taken or completed under the terms of this Article, such time limits shall be exclusive of Saturdays, Sundays and Holidays.

7.07 Letters of Reprimand

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

Suspension

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

7.08 Grievance Mediation

The parties agree to implement a Grievance Mediation Procedure in accordance with the following provisions:

- (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 Arbitration.
- (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 this 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.

ARTICLE 8 - ARBITRATION

- 8.01 (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the grievance and the name

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

- 8.01 (b) Upon mutual agreement by the parties, the time limits as set out in article 8 for the submission of a grievance to arbitration may be extended to allow sufficient time for a grievance mediator to meet with the parties to attempt to resolve the grievance.
- 8.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one-half of the expenses and fees of the Chairman.
- 8.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- 8.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 8.06 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- 8.07 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of under the grievance procedure, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- 8.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness.

- 8.09 Notwithstanding the above the parties may mutually agree to a sole Arbitrator provided such agreement is made within twenty (20) days of the submission to Arbitration referred to in Article
- 8.10 In such event, all references herein to Chairman or Board of Arbitration shall be read as referring to a Sole Arbitrator.

ARTICLE 9 - SENIORITY

- 9.01 (a) A new employee shall be **known** as a probationary employee until he has worked sixty-five (65) working days. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.
- (b) The seniority of **an** employee, who has completed his probationary period, shall be dated from sixty-five (65) working days prior to the date on which he completed his probationary period in accordance with Article 9.01, unless specifically reduced hereunder.

9.02 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:

- (i) 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.
- (ii) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, **or** any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (iii) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of one year if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (iv) Benefits/Workers' Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Worker's Safety and Insurance 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 Workers' Safety

and Insurance Benefits shall continue for up to twenty-four (24) months following the date of the injury.

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

9.03 The Employer shall supply the Union with a seniority list in January and July of each year indicating each employee's job classification and seniority date.

9.04 (a) The Employer agrees to consider the seniority of employees in making promotions, demotions, permanent transfers, lay-offs and re-calls from lay-off.

- (b) In cases of promotions, demotions or permanent transfers of employees, the qualifications, experience and ability of the employees shall be considered. Where these factors are equal as between competing employees, seniority shall prevail.

9.05 Lay-off and Recall

.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks notice. This notice is not in addition to required notice for individual employees.

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

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

Severance pay will be in accordance with the provisions of the Employment Standards Act.

.03 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 1% of the laid-off employee's straight time hourly wage rate.

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do *so* will be deemed to have accepted the lay-off.

NOTE: EFFECTIVE JUNE 30, 2002, REPLACE ARTICLE 9.03 WITH THE FOLLOWING LANGUAGE;

(a) In the event of lay-off, the Employer shall first 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) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi)

below.

- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) **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.
- (v) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vi) When **an** employee subject to layoff chooses to bump and there are no employees with less seniority within his **or** her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- (viii) **In** the event that there are no employees in either bargaining unit 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 less seniority, who has scheduled hours equal to or less than the employee laid off, 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 or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

.04 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. Employees whose employment **status** was changed from full-time to part-time or vice-versa shall also be entitled to the same privilege.

(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 day after the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (**20**) days of work. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

(f) **A** laid off employee shall retain the rights of recall for a period **of** thirty-six (**36**) months.

.05 Benefits on Layoff

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

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

9.07 Seniority status, once acquired, will be lost and the employee shall be deemed terminated for any of the following reasons:

- (i) voluntary resignation;
- (ii) discharge for just cause, and the discharge **is** not reversed through the grievance procedure.
- (iii) lay-off in excess of thirty-six (**36**) months;
- (iv) absence occasioned by illness or injury exceeding thirty-six (**36**) months;
- (v) absence for three (**3**) consecutive working days without notifying the Employer with a reason satisfactory to the Employer;
- (vi) failure to notify the Employer **of** intention to return to work within 48 hours of being notified of re-call or failure to return to work within seven (**7**) calendar days after being notified of re-call. An employee shall be deemed to have been notified of re-call at 12 o'clock noon on the day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Employer's files.

Note: **It** shall be the responsibility of the employee to keep the Employer informed of his current address.

- (vii) absence while in receipt of Worker's Safety and Insurance Benefits exceeding thirty-six (36) months.

ARTICLE 10 - PERMANENT TRANSFERS

10.01 If an employee is permanently transferred, reclassified, or promoted to a higher or equal rated job, he shall receive his present rate or the starting rate of the job to which he is transferred, whichever is greater.

If an employee is permanently transferred, reclassified or demoted to a lower rated job, he shall receive the starting rate of the job to which he is assigned. In all cases, job seniority for pay purposes shall date from the date the assignment becomes effective.

10.02 If an employee is temporarily transferred for more than one (1) working day, he shall receive the starting rate of the job to which he is transferred or **his** regular rate, whichever is greater.

ARTICLE 11 - JOB POSTING

11.01 In the event new jobs are created or permanent vacancies occur in existing job classifications, the Employer shall post such new jobs or vacancies if the vacancy is to be filled for a period of six (**6**) or more working days. Such posting shall stipulate the

classification, rate and department concerned. There shall be one (1) secondary job posting as a result of the original.

- 11.02 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis as he sees fit.
- 11.03 All applications received will be considered within seven (7) days **of the end of** the posting procedure. In the event more than one employee applies, the Employer shall consider the qualifications, experience and ability of the applicants and, where these factors are equal, seniority shall prevail.
- 11.04 Notwithstanding Article 11.03, if no applications are received by 10.00 a.m. on the fourth day following the posting date or, if none of the Applicants has the required qualifications, experience and ability, the Employer may fill the new job or vacancy from either within or outside the bargaining unit.
- 11.05 It is understood that only employees who have completed their probationary period may bid on job postings hereunder. If an employee successfully bids for a job hereunder, he will not be eligible to bid for a new posted job for a period of six months.
- 11.06 Employees who are awarded a job as a result of a job posting shall be given a trial period of one calendar month from the first day of work. If during the trial period it is determined that the employees do not possess the potential for learning the new job, they shall revert to their former job and rate with no loss or interruption of seniority.
- 11.07 The parties agree that when a vacancy, which requires posting, arises by reason of an employees departure from a particular shift, the posting shall stipulate that shift. The Union recognizes that this shall not detract from the Employers right to transfer in accordance with the collective agreement.
- 11.08 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.

11.10 Temporary Vacancies

- (a) Temporary vacancies of longer than one (1) month in duration, shall be posted in accordance with Article 11.
- (b) The parties agree that temporary vacancies expected to be longer ~~than~~ three (3) months in duration shall ~~be~~ refilled at the three (3) month interval with the next eligible senior applicant from the original posting. At the three (3) month interval this job will not be re-posted.
- (c) Applicants that accept temporary positions will not be eligible to apply for further

temporary positions commencing six (6) months from the completion of their posting. However, employees working in temporary positions shall have the right to apply for permanent vacancies.

ARTICLE 12 - BULLETIN BOARDS

12.01 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. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Administrator of the Nursing Home.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one months notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specify the date of return. If leave of absence is granted, the employee shall be advised in writing with copy to the Union.

13.02 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, he will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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

13.04 Upon application by the Union in writing, the Nursing Home will give reasonable consideration to request for leave of absence, without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority shall be maintained but shall not accumulate during such leave of absence. 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. It is agreed that for the purpose of Workers Safety and Insurance Board Benefits coverage, such employees are deemed to be employed by the Union.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 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.

- 14.02 Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- 14.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work **as** per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- 14.04 An employee shall be granted one (1) day bereavement leave without **loss** of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- 14.05 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- Note:** It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- 14.06 Where it is necessary because of distances, the employee may be provided up to four (4) days additional unpaid leave.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Preamble

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

15.02 Pregnancy Leave

- (a) **An** employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

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 15.10: Parental Leave

- d) Notwithstanding Article .02(b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

Effective January 1, 1992, an employee on maternity leave who is in receipt of employment insurance maternity 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.

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

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

- (i) For Full Time employees, "normal weekly hours" will be based on their regular job posting hours.
- (ii) For Part-Time employees, "normal weekly hours" will be based on their regular job posting hours. If a Part-Time employee does not have a regular job posting, normal weekly hours will be based on the average scheduled shifts in the previous four (4) week period before the start of her Maternity Leave not including in lieu, holiday pay and overtime.

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

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

- 15.03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the **SUB** payments.
- 15.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 15.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.
- 15.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 15.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .15.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take

parental leave.

15.10 Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person 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 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 15.10 Parental Leave**, the provisions under .01, .04, .05, .06, .07, .08, and .09 shall also apply.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.01 The regular work period shall be composed of seventy-five (75) hours per two week period on the basis of ten (10) days of seven and one-half hour (7 1/2) shifts, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week.
- 16.02 All authorized hours worked in excess of seventy-five (75) hours in the scheduled two-week period or seven and one-half (7 1/2) in a shift shall be paid at the rate of time and one-half the regular hourly rate. 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.
- 16.03 If an employee **works** more than three and three-quarters (3 3/4) hours overtime at the end of his shift, the Employer shall supply one free meal to such employee.

16.04 Minimum Reporting Pay

The Employer agrees that an employee, upon reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless the employee is returning to work without notice after an absence, shall receive four hours' work or four hours' pay at his regular hourly rate. This provision shall not apply where the Employer is unable to supply work due to circumstances beyond its control. Any employee so affected, shall take such work as is available in order to qualify for such four hours' pay.

16.05 No Pyramiding

There shall be no duplication or pyramiding of provisions for pay under this agreement. Where two or more provisions respecting premium pay apply, only the highest will be paid.

16.06 Shift Premium

All employees who are required by the Employer to rotate over three different shifts, shall receive a shift premium of 30 cents for each hour worked on the afternoon and night shifts only. Shift premium will not be paid for any hour in which an employee receives an overtime premium, and shift premium will not form part of the employee's regular hourly rate,

16.07 Lunch and Breaks

All employees shall be allowed a ten minute paid rest period in the first half of the shift and a ten minute paid rest period in the second half of the shift period unless otherwise agreed by the parties. The employees shall be allowed one-half hour without pay for lunch which shall be taken between the third and fifth hour of their shift. It is agreed that the lunch period shall be uninterrupted except in the case of emergency.

16.08 Daylight Savings Time Changeover

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one half (7 ½) hours, notwithstanding the fact they have worked either six and one half (6 ½) hours or eight and one half (8 1/2) hours.

ARTICLE 17 - WORK SCHEDULES

17.01 The Employer will endeavour to maintain and achieve the following objectives in the formation of work schedules. However, it is expressly understood that it may not always be possible to do so:

- (a) Work schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for a specific day off must be submitted to the Administrator one (1) week in advance of posting.
- (b) The Employer will endeavour to arrange shift schedules so that all employees will receive one weekend off every two weekends;
- (c) Employee requests for change in the posted schedules must be made in writing

provided they are co-signed by the employee willing to exchange days off. However, such requests, if granted, shall not result in overtime compensation or payment to any of the employees affected; "Requests must be submitted within 48 hours where possible in advance excluding weekends and statutory holidays, and approved prior to the switch requested. Failure to follow these guidelines will result in shift switches being denied. The employer will base their decision on the merits of each request if not submitted 48 hours in advance"

- (d) Employees shall not be scheduled to work more than seven consecutive days without being given two or more days off work;
- (e) The Employer agrees to arrange shift schedules so that employees will receive a minimum of twenty-four hours off between the change of shifts.
- (f) When part-time employees are required to work on a casual fill-in basis, such work will be offered with a view to equalizing work opportunities among the part-time employees in that classification in a scheduled month.
- (g) A casual call in employee must submit their availability one (1) week in advance of the posting of the schedule. Casual employees who do not submit availability will not be scheduled and will not be called for shifts on the call in rotation. Casual staff who do not submit their availability to the employer for a period of 12 weeks will have their employment terminated. This article will be consistent with the Human Rights Code.
- (h) It is agreed and understood that reduced Full Time employees will be ~~on~~ both the ~~Part~~ Time Call in list as well as the Full Time list (in order of bargaining unit wide seniority,)
- (i) The parties agree that there shall be no split shifts.

ARTICLE 18 - CALL BACK AND CALL IN

18.01 Call Back

- (a) When ~~an~~ employee is called back to work after leaving the Nursing Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1 1/2) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

18.02 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 worked in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (1/2) hour **of** the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call in , then the Employer will guarantee a minimum of four (4) hours work.

ARTICLE 19 - WAGES AND JOB CLASSIFICATIONS

- 19.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and regular hourly rates applicable thereto as set forth in Appendix "A" to this Agreement.
- 19.02 The Employer agrees that wages will be paid bi-weekly on the first Thursday following the completion of the two-week pay period.
- 19.03 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by 1 day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.
- 19.04 Job Seniority **as** used in Appendix "A" shall mean the length of time an employee has been employed in a particular job classification, unless specifically reduced hereunder. Employees within a job classification will progress from the "up to one year" rate and so on, on the basis of 1950 hours worked at the "up to one year" rate to the "more than one year" rate and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under The Workers Safety and Insurance Act shall be considered hours worked for the purposes of computing Job Seniority and eligibility to progress to the next higher rate within a job classification.

19.05 New Classifications

- (i) The Parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course. This clause shall not be interpreted to prevent any legislative requirement to upgrade from HCA to PSW.
- (ii) 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 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.
- (iii) 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.
- (iv) 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.
 - (v) 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 classification.
 - (vi)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.

ARTICLE 20 - GENERAL HOLIDAYS

20.01 The Employer agrees that the following holidays will be recognized:

New Year's Day	Civic Holiday
Heritage Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day

Christmas Day
Victoria Day

Boxing Day
Dominion Day

The Employer will also recognize two floating holidays for each employee on a date to be determined by mutual agreement between the Employer and Employee.

- 20.02(a) **An** employee who has completed his probationary period shall be paid seven and one-half (7 1/2) hours' pay at his regular hourly rate for the above mentioned holidays providing the employee has earned wages (or was absent due to verified personal illness) on at least twelve (12) days during the four (4) weeks immediately preceding the paid holiday and the employee works his full scheduled shift immediately preceding and immediately following the holiday unless absent due to personal illness proven to the satisfaction of the Employer.
- (b) However, when an employee is absent from any of the qualifying days due to personal illness, verified by a medical doctor's certificate, she will only be eligible for one (1) day's holiday pay during any one (1) period of illness.
- (c) If an employee becomes eligible for holiday pay pursuant to (a) or (b) above while in receipt of weekly indemnity payments, there shall be deducted from the holiday pay the amount of weekly indemnity payment received for that day.
- 20.03 An employee who is required to work on a general holiday will be paid for authorized work performed on such day at the rate of one and one-half times his regular hourly rate for all hours worked and in addition, provided he qualifies, his holiday pay for the said holiday. However, in lieu of this provision, the Employer may, with the employee's consent, substitute another working day for the general holiday which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the general holiday.
- 20.04 Where a general holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular wages for the general holiday or shall designate a working day that **is** within 30 days of the general holiday and the day so designated shall be deemed to be the holiday.
- 20.05 When **an** employee is scheduled to work on a holiday and does not work, he shall not be paid for the holiday unless excused in writing by **his** Supervisor or unless absent due to personal illness proven to the satisfaction of the Employer.
- 20.06 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive statutory holiday pay in accordance with Article 23 of this Agreement.

Where reduced full time employees work a posted temporary full time position, they shall be treated as full time employees with respect to the statutory holiday regardless of when they started the temporary posting

ARTICLE 21 - VACATIONS

21.01 Employees shall receive a vacation with pay on the following basis:

After 1 years' service from date of hire - 2 weeks' vacation

After 3 year's service from date of hire - 3 weeks' vacation

After 8 year's service from date of hire - 4 weeks' vacation

After 15 year's service from date of hire - 5 weeks' vacation

After 25 years service from date of hire - 6 weeks vacation

21.02 The amount of vacation to which an employee is entitled in any year will be determined by the employee's length of service from date of hire. Employees who have completed their probationary period **as** at the vacation cut-off date will be granted one (1) days 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.

21.03 Employee preference shall be considered in determining the time for taking a vacation but final determination of the vacation period shall be determined by the Administrator having due regard to the employee's seniority and the proper operation of the Nursing Home. The Employer will post 2 vacation planners per year. One will go up October 1st for the period of November to April inclusive. The other will **go** up April 1st for the period of May to September inclusive. These planners will come down on September 30 **and** April 30, respectively. Determinations will be made on October 7th and May 7th respectively. Prime Time will be considered as June 1st to August 31st and staff will be limited to 2 weeks vacation during this prime time period.

21.04 Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union.

21.05 Vacation pay for those entitled to two (2) weeks, three (3) weeks, four (**4**) weeks; five (5) weeks or **six (6)** weeks vacation shall be calculated at the rate of 4%, 6%, 8%, 10% or 12% respectively. Employees who have less than one year's service will receive vacation pay of 4% of the wages earned up to that date vacation is taken.

21.06 An employee who terminates his employment with the Employer for any reason shall receive vacation pay computed at the rate of 4%, 6%, 8%, 10% or 12% **as** applicable for the current vacation year.

21.07 Vacation pay to be paid at the time of vacation. If the employee wishes to have vacation pay paid before her vacation, she must let the administrator or designate know at least 2 weeks before her vacation commences.

21.08 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the

employer undertakes that the rate **of** income tax on the vacation pay will not change unless the vacation pay changes the employees annual tax bracket.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 The Employer agrees to contribute towards the billed premiums in the indicated **amounts** for the following benefits for each Full Time employee in the active employ of the Employer who has completed his probationary period, provided the balance of such monthly premiums are paid by the employee through monthly payroll deductions;

(a) Extended Health providing the same benefits as presently in force - Employer pay 100% of premium. Implementation of a Drug Card with \$7.50 dispensary fee cap and \$1.00 deductible per prescription. Effective November 1st 2001, change semi-private coverage to ward coverage.

(b) Life Insurance - \$17,000 - Employer pays 100% of premium.

(c) (i) Vision Care

\$90 every 24 months

Effective November 1, 2001, the vision care plan shall provide \$120 per 24 month period.

(ii) Equivalent of the Blue Cross Dental Plan #9, co-insured 80% paid by the Plan, 20% paid by the employee,. 1996 ODA Fee Schedule, and 100% of premium paid by the Employer in accordance with Article 23.01 of this Collective Agreement.

Should the Employer engage full-time employees, such employees shall pay 50%^{is} of the billed premium for the above Plan.

Effective November 1, 2001, the ODA fee guide will be increased to 1999.

Effective April 1, 2002, the ODA fee guide will be increased to 2000.

Effective April 1, 2003, the ODA fee guide will be increased to 2001.

Effective December 1, 2003, the ODA fee guide will be increased to 2002.

(d) (i) Where **an** employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides satisfactory documentation of illness and hospitalization. The portion of the employees vacation which is deemed to be sick leave under the above provision will not be counted against the employees vacation credits.

(ii) Absence for injury compensable under the provisions of the Workers' Safety and Insurance Act shall not be charged against sick leave credits.

- (iii) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar day of illness, coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (iv) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred (100) percent of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness
- (v) Weekly Indemnity Plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.
- (vi) During such illness or injury, the Employer will continue to make the appropriate premium contributions for the month during which such absence commences plus additional two (2) months of absence. Such employee may elect to have his Health and Insurance benefits continued without interruption for the duration of the absence provided the employee pays the complete health and insurance premiums to the Employer by the first day of the month in which the premiums are due.

22.02 Same Sex spouse will be eligible to be a dependent for insured benefits

ARTICLE 23 - EMPLOYEES ON REDUCED TIME

- 23.01 (a) Employees paid for more than forty-five (45) hours bi-weekly and up to and including fifty-two (52) hours bi-weekly will be eligible for fifty (50) percent of the Employers paid share of the health and welfare premiums and general holiday pay.
 - (b) Employees paid for more than fifty-two (52) hours bi-weekly and up to and including sixty-six (66) hours bi-weekly will be eligible for seventy-five (75) percent of the Employers paid share of the health and welfare premiums and general holiday pay.
 - (c) Employees paid for more than sixty-six (66) hours bi-weekly will be eligible for one hundred (100) percent of the Employers paid share of the health and welfare premiums and general holiday pay.
- 23.02 An employee who is absent from scheduled shifts due to personal illness or injury will not, during the month in which such absence commences, have her entitlement for general holiday pay reduced hereunder by reason of such missed scheduled shifts.

ARTICLE 24 – HEALTH AND SAFETY

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

The Employer shall:

- (i) inform employees of any situation relating **to** their work which may endanger their health and safety, as soon as it learns **of** the said situation;
- (ii) inform employees regarding the **risks** relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) ensure that the applicable measures **and** procedures prescribed in the Health and Safety Act are carried out in the workplace.

ARTICLE 25 - UNIFORM ALLOWANCE

25.01 The uniform allowance shall be 6 cents per hour.

ARTICLE 26 - JOB SECURITY

26.01 No full-time employees within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

26.02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 27 - PRINTING OF COLLECTIVE AGREEMENT

27.01 The employer and the union will share equally the cost of printing a reasonable number of copies of the collective agreement.

ARTICLE 28 - CONTRACTING OUT

28.01 The employer shall not contract out any of the work normally performed by employees in the bargaining unit if such contracting out results in layoffs or reduces the regular number of hours of work of any employee in the bargaining unit.

ARTICLE 29 - COURT ATTENDANCE

29.01 Employees required to serve on jury duty or **as** a Crown Witness or subpoenaed to attend a Coroner's Inquest in connection with a case arising from the employee's duties at the Home

shall be given the necessary time off. The Employer agrees to pay such employee his regular pay during such absence less any amounts received as jury duty, Crown Witness or subpoena pay subject to a yearly maximum of ten (10) days' pay at the employee's regular hourly rate. The employees will present proof of service of jury duty notice or a Crown Witness or Coroner's Subpoena and proof of the amount he received,

- 29.02 The employee is required to notify the Employer as soon as possible of his selection for jury duty or Subpoena as a Crown or Coroner's Witness.

ARTICLE 30 - EDUCATION LEAVE

- 30.01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- 30.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- 30.03 The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one months' notice in writing unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 31 - THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

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

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

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

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

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

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the

Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.
- The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employers files.
- Such information shall be provided only on enrolment of an employee or with the

monthly remittances.

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

For further specificity, the items required for each eligible employee by article 31.01.05 of the agreement are:

(i) To Be Provided Once Only at Plan Commencement

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

(ii) To Be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

ARTICLE 32 - ANNUAL MEDICAL AND SICK LEAVE CERTIFICATE

32.01 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.

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

ARTICLE 33 - TERM

33.01 This Agreement shall continue in effect until the 31st day of December, 2003 and shall continue automatically for annual periods of one year each thereafter unless either party notifies the other in writing during the period of ninety days (90) prior to the expiration date that it desires to amend or terminate the Agreement.

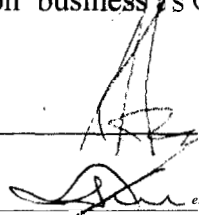
33.02 In the event of such notification being given for amendment to the Agreement, negotiations between the parties shall begin within 15 days following such notification.


33.03 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 continue in full force and effect until a new Agreement is signed between the parties.

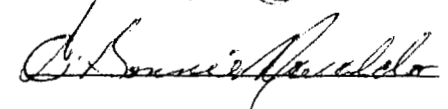
Signed at Niagara Falls this 19th day of April, 2002.

FOR DIVISION OF BRODIE
NURSING HOMES LTD. Carrying
on business at Oakwood Park Lodge

FOR SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204





Brenda Stewart


WAGES

EFFECTIVE JANUARY 1, 2001

CLASSIFICATION	PROBATIONARY	START	1 YEAR	2 YEARS	3 YEARS
R.P.N.	15.847	16.108	16.474	16.851	17.436
N.A./Activity Aide	12.961	13.222	13.578	13.975	15.021
H.C.A. (With Certificate)	13.117	13.379	13.603	14.132	15.178
Domestic Aide	13.714	13.975	14.425	14.854	
Housekeeping/ Laundry Aide	13.338	13.599	14.059	14.478	
Cook I	14.844	15.105	15.523	16.338	
Maintenance	15.303	15.556	15.962	16.338	

NOTE:

As per the Master Award, the 1% is added to the rate before the April 1st 1999 Ongoing Pay Equity adjustment of 44.5 cents is put onto the rate. This applies to both **January 1st 1999** as well as **January 1st 2000**.

Retroactivity on wage increase of **January 1, 2002**, to be paid in two instalments, **fifty** per-cent (50%) on the pay day for the pay period ending November 3, 2001 and the remaining **fifty** per-cent (50%) on the pay day for the pay period ending February 9, 2002.

APPENDIX "A"

WAGES

EFFECTIVE JANUARY 1, 2002

CLASSIFICATION	PROBATIONARY	START	1 YEAR	2 YEARS	3 YEARS
R.P.N.	16.243	16.511	16.886	17.272	17.872
N.A./Activity Aide	13.285	13.553	13.917	14.325	15.397
H.C.A. (With Certificate)	13.445	13.713	13.943	14.486	15.557
Domestic Aide	14.057	14.325	14.786	15.225	
Housekeeping/ Laundry Aide	13.671	13.939	14.411	14.840	
Cook I	15.215	15.483	15.911	16.746	
Maintenance	15.685	15.953	16.361	16.746	

APPENDIX "A"

WAGES

EFFECTIVE JANUARY 1, 2003

CLASSIFICATION	PROBATIONARY START	1 YEAR	2 YEARS	3 YEARS	
R.P.N.	16.731	17.006	17.393	17.790	18.408
N.A./Activity Aide	13.683	13.959	14.335	14.755	15.869
H.C.A. (With Certificate)	13.849	14.125	14.362	14.920	16.024
Domestic Aide	14.479	14.755	15.230	15.682	
Housekeeping/ Laundry Aide	14.081	14.357	14.843	15.285	
Cook I	15.671	15.947	16.389	17.249	
Maintenance	16.156	16.432	16.852	17.249	

WAGES

EFFECTIVE AUGUST 1, 2003

CLASSIFICATION	PROBATIONARY	START	1 YEAR	2 YEARS	3 YEARS
R.P.N.	16.831	17.106	17.493	17.890	18.508
N.A./Activity Aide	13.783	14.059	4.435	14.855	15.969
H.C.A. (With Certificate)	13.949	14.225	4.462	15.020	16.124
Domestic Aide	14.579	14.855	5.330	15.782	
Housekeeping/ Laundry Aide	14.181	14.457	14.943	15.385	
Cook I	15.771	16.047	16.489	17.349	
Maintenance	16.256	16.532	16.952	17.349	

PART-TIME ADDENDUM
TO THE FULL-TIME
COLLECTIVE AGREEMENT

BETWEEN

DIVISION OF BRODIE NURSING HOMES LTD. CARRYING ON BUSINESS
AS OAKWOOD PARK LODGE
(OAKWOOD DRIVE, NIAGARA FALLS)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204 CHARTERED
BY THE S.E.I.U., AFFILIATED TO THE A.F.L.-C.I.O., C.L.C.

1. The terms and conditions of the full-time Collective Agreement between the parties shall, except as modified in the manner below, apply to the part-time bargaining unit.

(a) Scope and Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Oakwood Park Lodge regularly employed for not more than 24 hours per week, save and except Registered Nurses, Physiotherapists, Supervisors, persons above the rank of Supervisor and office staff.

(b) Union Committee

For the purposes of Article 6, the Labour Management Committee shall consist of two (2) part-time employees who have completed their probationary period, one of whom may be a paid member of the Negotiating committee as set out in Article 6.03.

(c) Seniority

Employees will be credited with their seniority, job seniority and length of service as of that date accumulated on a calendar year basis and shall commence further accumulation in accordance with paragraphs 1 (e), (f) and (g) above from that day forward.

The seniority and job seniority of a part-time employee shall, after completion of his probationary period, accumulate on the basis of actual work (including paid holidays, paid bereavement leave and jury duty), with 37 1/2 hours worked being the equivalent of one (1) week and 1875 hours worked the equivalent of one (1) year.

(d) Hours of Work

Article 16.01 is to read as follows:

"The regular work period shall be composed of forty- five **(45)** hours per two week period, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week."

(e) Vacations with Pay

(i) Part-time employees shall **be** entitled to two (2) weeks vacation after their length of service with the Employer exceeds one (1) year. Pay for such vacation shall be determined in accordance with Article 20.05.

(ii) All other provisions of Article 20 shall apply.

A part-time employee who has completed 5625 hours but less than 15,000 hours shall receive 6% of gross earnings.

A part-time employee who has completed 15,000 hours but less than 28,125 hours shall receive 8% of gross earnings.

A part-time employee who has completed 28,125 hours but less than 46,875 shall receive 10% of gross earnings.

A part-time employee who has completed 46,875 hours shall receive 12% **of** gross earnings.

(f) General Holidays and Health and Insurance Benefits

Part-time employees will be eligible for 50% of the Employer-paid share of general holiday pay.

In lieu of Health and Insurance Benefits set out in Article 22, part-time employees shall receive 50 cents per hour effective July 18, 1989.

(g) Wages

Wages for part-time employees are **as** set out in Appendix A to the Agreement. For the purposes **of** determining Job Seniority for wage progression purposes, 1875 hours worked in a particular job classification is the equivalent of one year, 3750 hours worked is the equivalent of two years and 5625 hours worked is the equivalent of three years.

(h) Temporary Extra Hours

It is agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period for up to twenty (20) consecutive weeks, shall retain his part-time status under this Agreement provided:

- (i) the employee is replacing a temporarily absent employee (who may be either a full-time or part-time employee); and
- (ii) the employee will, under normal circumstances, return to his former position at the end of the replacement period.

(i) Portability of Seniority. etc.

If an employee is permanently transferred from the part-time unit to the full-time unit, or vice versa, such employee shall, after such transfer, be credited with his seniority, job **seniority** (if applicable) and length of service accumulated in his former unit.

Transfer of Seniority and Service

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

SIGNED at Niagara Falls, this *19th* day of *April*, *2002*.

FOR DIVISION OF BRODIE NURSING
HOMES LTD. carrying on business
as Oakwood Park Lodge

[Signature]

[Signature]

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

[Signature]

Brenda Stewart

[Signature]

LETTER OF UNDERSTANDING

The part-time in-lieu premium shall not apply to Overtime, Holiday Pay and Maternity Top Up calculations.

LETTER OF UNDERSTANDING

During negotiations for the renewal of the Oakwood **Park** Lodge Collective Agreements the application of Article 17.01(c) was discussed.

This will confirm the understanding reached that in the application of this Article voluntary changes in the work schedule will not serve to increase **an** employee's hours for the purpose **of** Article 23 or the Part-time Addendum. For the purposes of those provisions, **an** employee will only be credited with the scheduled hours which he works notwithstanding that additional hours may be worked by way of an exchange under Article 17.01(c).

LETTER OF UNDERSTANDING

During negotiations for the renewal of the current Full-time Collective Agreement at Oakwood Park Lodge the question of portability of seniority was discussed.

This will confirm the understanding reached that if an employee **is** permanently transferred from the part-time unit to the full-time unit, or vice versa, such employee shall, after such transfer, be credited with his seniority, job seniority (if applicable) and length of service accumulated in his former unit.

This understanding will make this concept compatible with the Part-time Addendum.

LETTER OF UNDERSTANDING

During negotiations for the renewal of our collective agreement the application of Article 20.02 was discussed. This **is** to confirm that the Union agrees that if an employee regularly works less than seven and one-half (7 1/2) hours per shift, holiday pay for such employee shall be based on the employee's normal hours per shift rather than seven and one-half (7 1/2) hours.

LETTER OF UNDERSTANDING

The Employer will attempt to make all possible efforts to provide equal opportunity of shifts to all part-time employees within their classification.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

Recognizing the mutual objective of quality of care, the Employer agrees to meet through the Labour Management Committee with the Union. The employer agrees to meet with the union as soon as practicable 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.

LETTER OF UNDERSTANDING

Regarding Health and Welfare Benefits Grievance Language

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 Unions 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.

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 Boltman.

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

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

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

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

(J) The parties agree that the decision of an arbitrator hereunder shall be final and binding ¹¹ **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.

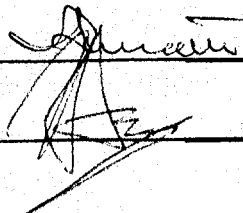
(L) if in the opinion of any party, a grievance raises **an** issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon consent of all parties or if such consent is not forthcoming, with the approval **of** Martin Teplitsky,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


DATED THIS 19 DAY OF
FOR THE EMPLOYER

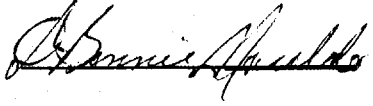
April

, 2002.

FOR THE UNION







PENSION LETTER OF UNDERSTANDING

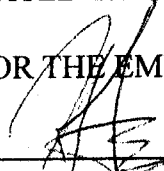
- 1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditors cost will be shared equally by the Employer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

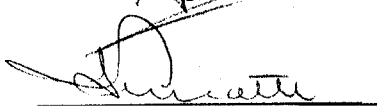
Arbitrator Teplitsky will remain seized of this issue, should either party find this process unsatisfactory.

- 2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan, which may impact the Employer, either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
- 3. In consideration of the Employer forthwith paying those contributions, which have not been matched by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching contribution.
- 4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their 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 19th DAY OF April, 2002.

FOR THE EMPLOYER





FOR THE UNION



 Brenda Stewart

