

42 F
64 PT
104 EMPLOYEES

'Unit No. 107, 107A

SOURCE	Union		
EFF.	97	06	01
TERM.	99	05	31
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	110		

COLLECTIVE AGREEMENT

BETWEEN

THE O'NEILL CENTRE

- AND -

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

EFFECTIVE: JUNE 1, 1997

EXPIRY: MAY, 31, 1999

FULL-TIME & PART-TIME
SERVICE UNIT
CLERICAL UNIT

DEC 11 1997

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INDEX

ARTICLE	PAGE
Article 1 Purpose	1
Article 2 Scope and Recognition	1
2.04 No Discrimination	2
Article 3 Permanent Part-time Employees	2
Article 4 Union Security	2
Article 5 No Strikes or Lockouts	4
Article 6 Management Rights	4
Article 7 Union Committee and Stewards	5
Article 8 Complaints and Grievances	5
8.02 Policy Grievance	7
8.03 Group Grievance	7
8.08 Access to Personnel File	8
Article 9 Discharge Grievance	8
Article 10 Employer's Grievance	9
Article 11 Arbitration	9
11.09 Sole Arbitrator	10
Article 12 Seniority and Effects of Absence	11
12.05 Effect of Absence	11
Article 13 Seniority Lists	12
Article 14 Loss of Seniority	13
Article 15 Job Posting	14
15.07 Job Security	16
Article 16 Lay-off and Recall	16
16.06 Full-time/Part-time Ratio	19
Article 17 Permanent Transfers	19
17.05 Temporary Vacancies	20
Article 18 Bulletin Boards	20
Article 19 Leave of Absence	21
Article 20 Pregnancy and Parental Leave	21
20.01 Pregnancy and Parental Leave	21
20.02 Pregnancy Leave	22
20.09 Parental Leave	24
20.10 Paternity Leave	25
Article 21 Leave of Absence for Union Business	25
21.05 Union Leave of Absence	26
Article 22 Education Leave	26
Article 23 Bereavement Leave	27
Article 24 Jury Duty	28
Article 25 Hours of Work	28
Article 26 Overtime	29
Article 27 Work Schedule	30
27.07 Orientation of New Staff	30
Article 28 Lunch or Meal Periods	31

Article 29	Relief Periods	31
Article 30	Minimum Reporting Allowance	31
Article 31	Call Back/Call In Pay	32
Article 32	Pay Days	32
Article 33	Paid Holidays	33
Article 34	Vacations	35
	34.16 Seriously Ill Prior to Vacation	37
Article 35	Sick Leave	38
	35.02 Weekly Indemnity	40
	35.03 Annual Medical	40
Article 36	Health and Insurance Benefits	41
	36.05 Pension Plan for Employees of Participating Ontario Nursing Homes	42
	36.06 Health and Welfare Benefits Grievances	45
Article 37	Uniform Allowance	46
Article 38	Rates of Pay	47
Article 39	Parking	47
Article 40	Permanent Part-time Employee Benefits	47
Article 41	Shift Premiums	48
Article 42	Workers' Compensation	49
Article 43	Health and Safety	50
Article 44	Daylight Savings Time	50
Article 45	Wage Progression, Etc.	51
Article 46	Retroactivity	51
Article 47	Renewal, Amendment and Termination	51
	Schedule "A"	53
	Schedule "A"	54
	Addendum "A"	55
	Addendum "B"	59
	Letter of Intent	64
	Pension Letter of Understanding	65
	Letter of Understanding	66
	Letter of Understanding	67
	Letter of Understanding	68
	Letter of Understanding	69

COLLECTIVE AGREEMENT

BETWEEN:

THE O'NEILL CENTRE
(hereinafter referred to as the "Employer")
OF THE FIRST PART

AND:

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

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain 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 The O'Neill Centre in Metropolitan Toronto, save and except registered nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, persons regularly employed for not more than 22.5 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 No Discrimination

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

ARTICLE 3 - PERMANENT PART-TIME EMPLOYEES

3.01 Permanent part-time employees is hereby defined to be those persons regularly employed on the average more than 22.5 hours per week but less than 37 ½ hours per week who have completed the probationary period described in Article 12.01. Article 40 describes how this agreement shall affect those persons.

3.02 Permanent part-time employees shall be known as probationary employees until they have worked 375 working hours or 50 days which shall include any approved leaves of absence to a maximum of 75 scheduled working hours.

3.03 Approved leaves of absence in excess of 75 scheduled working hours during the probationary period will not be considered as working hours for purposes of completing the probationary period requirement.

3.04 The seniority of a permanent part-time employee, who has completed the probationary period requirement., shall date 375 working hours (50 days at 7 ½ hours per day) prior to the date on which the employee completed his probationary period.

ARTICLE 4 - UNION SECURITY

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

4.02 All employees shall as a condition **of** employment be subject to Union dues deduction. Such deductions shall be made upon completion of the probation period from the first pay of each month and forwarded to the Union office on or before the 25th of the same month in which the deductions are made.

4.03 The Employer will, when forwarding Union dues, submit a list of names of those employees for whom deduction has been made, the names **of** those employees who have terminated employment and the

names, and reasons for those employees whom no deduction has been made.

4.04 It is mutually agreed that arrangements will be made for an SEIU Union Representative to interview each new employee who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The meeting will take place within the first (30) days of employment.

4.05 Union dues deduction will be included on employees' T4 slips.

Contracting Out, Work of the Bargaining Unit and Job Security

4.06 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

4.07 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. This provision does not prevent persons excluded from the bargaining unit from doing such work in emergencies, for training, instruction or in the absence of bargaining unit personnel.

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

4.09 Union dues are not deducted from SUB plan payments and the Employer has no responsibility for union dues while an employee is off on pregnancy and/or parental leave.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees, that, during the lifetime of this Agreement there will be no strike, picketing, slowdown, either complete or partial, and the Employer agrees that there will be no lockout.

5.02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined for those words in the Ontario Labour Relations Act, R.S.O. 1970, Chapter 232, as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 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 Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations.
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 (a) If negotiations are carried out individually, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of two (2) employees, one (1) of which shall be the chief steward.
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (c) The Nursing Home members of the committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of successor agreements including all conciliation proceedings but excluding any arbitration proceedings.

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement.

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

It is understood that where full and part-time agreements are separate, there shall be one (1) committee only. Suitable subjects for discussion will include orientation and aggressive residents.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 For the purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is

arbitrable. No grievance shall be considered where the circumstances giving rise to it occurred or originated to the knowledge of the grievor exceeding the time limits specified below. All complaints and grievances shall be taken up in the following manner:

Step No. 1

An employee having a question or complaint shall refer it to his immediate supervisor within four (4) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from the date of submission.

Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the employee, who may request the assistance of his or her steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and that the SEIU Union Representative or an International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 3

Should the Administrator fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step No. 2 is given or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, whichever occurs first, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number (2) **of** the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave rise to the grievance originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.03 Group Grievance

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

8.04 Any of the time allowances above may be extended by mutual agreement of the parties.

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

8.06 **An** employee, subject to discipline, including verbal warnings, shall have the right to the presence of a union steward or union committee member at the time the disciplinary action is taken, if she so chooses. It is the Employer's responsibility to inform the employee of her right to representation.

8.07 The Employer **will** provide a copy of the evaluation or formal discipline to the employee, if she so requests, at the time that the evaluation or discipline is issued.

3.08 Access to Personnel File

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

8.09 (a) Letters of Reprimand

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

(b) Suspension

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

ARTICLE 9 - DISCHARGE GRIEVANCE

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.

9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other

arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

ARTICLE 10 - EMPLOYER'S GRIEVANCE

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

ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board **of** Arbitration. The 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.

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

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

11.03 Each of the parties shall pay its own expenses including pay for witness and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

11.04 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.

11.05 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.

11.06 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.

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

11.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home.

11.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitted the grievance to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to

a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedure shall apply.

11.10 Unless the parties mutually agree to extend time limits, such time limits set out in the Grievance and Arbitration provisions shall be strictly observed.

ARTICLE 12 - SENIORITY AND EFFECTS OF ABSENCE

12.01 A new employee shall be known as a probationary employee until he has completed 375 hours worked since last date of hire and will have no seniority rights or paid benefits during the probationary period. It is agreed that the dismissal **or** layoff, or failure to recall from layoff, of a probationary employee shall not be made the subject of a grievance.

12.02 The seniority of an employee who has completed the probationary period, shall date 375 hours worked prior to the date on which the employee completed his probationary period.

12.03 In cases **of** promotions, demotions, or permanent transfers of employees the qualifications, experience, ability and seniority of the employees shall be considered.

12.04 Any questions 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.

12.05 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During any absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes

of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purpose of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during pregnancy leave or for a period of twenty-four (24) months if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (d) Benefits/Workers' Compensation Board. Paid Leave

The Employer **shall** continue to pay premiums for benefit plans for employees who are on paid leave of absence or workers' Compensation if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation shall continue for up to twenty-four (24) months following the date of the injury.

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

ARTICLE 13 - SENIORITY LISTS

13.01 The Employer **shall** supply to the Union office and Chief Stewards a set of seniority lists by department in January and July of each year showing the employees' names alphabetically, classification and their seniority starting dates. Part-timers will have their seniority expressed in hours. If an employee does **not** challenge his seniority position within thirty (30) days worked after the posting of the seniority lists, the list shall be deemed to be correct and shall become a matter of permanent record.

13.02 When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six-month period. The average hours worked for permanent part-time employees during that six-month period shall be the hours used for calculating purposes under Article 40 - Permanent Part-Time Employees.

ARTICLE 14 - LOSS OF SENIORITY

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

- (a) voluntary resigns, retires, or is discharged for just cause, or;
- (b) layoff in excess of twelve (12) months;
- (c) is absent from work more than twenty-four (24) months by reason of illness or other physical disability;
- (d) is absent from work for more than twenty-four (24) months by reason of layoff;
- (e) is absent from work for more than 24 months by reason of absence while on W.C.B.
- (f) failure to notify the Employer of intention to return to work within 48 hours of being notified of recall by registered mail or failure to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on his employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of his current address.
- (g) is absent from work for three (3) consecutive days for which she is scheduled to work, without notifying the Employer in which case such employee will be deemed to have quit the employ of the Employer without notice, unless a reason satisfactory to the Employer is given.
- (h) fails to return to work upon the expiry of an authorized leave of absence unless she notifies the Employer within

a reasonable time of a reason satisfactory to the Employer and she receives the Employer's permission.

- (i) accepts gainful employment while on a leave of absence without first obtaining the written consent of the Employer.

14.02 Employees shall be laid off in the reverse order of their bargaining-unit wide seniority, provided that the remaining employees are most qualified and willing to do the work which is available.

14.03 Employees shall be recalled on the basis of their bargaining unit wide seniority, provided that such employees are most qualified and willing to do the work which is then available.

14.04 Seniority for purposes of lay-off, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee **is** absent due to W.C.B.

14.05 It is the responsibility of the employee to provide the Employer and the Union with his or her current address and, **if** possible, telephone number and any change thereto. The Employer will not be responsible for failure of any notice required within this collective agreement where the employee has failed to provide their current address and phone number.

14.06 The Union and the Employer agree that retirement is mandatory at age 65, at which time the employment relationship cease.

ARTICLE 15 - JOB POSTING

15.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone **or** not fill a vacancy) the Employer will post such new jobs or vacancies for a period **of** ten **(10)** calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply. **An** employee who wishes to be considered for the position so posted shall submit an application for the position, in writing, to the Department Head, within the posting period.

15.02 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.

15.03 If no applications are received by 10:00 a.m. of the tenth day following the posting date, the Employer may fill the vacancy as he sees fit.

15.04 All applications received will be considered within ten (10) calendar days of the completion of the posting procedure. In the event one or more employees apply, the Employer shall consider the qualifications, skill, efficiency and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

If the applicants are not qualified to perform the work, the Employer reserves the right to immediately hire outside of the bargaining units.

15.05 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicants the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

15.06 The successful candidate will be able to return to her former position if either:

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

or

(b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position,

providing that such a decision, in either (a) or (b) above is made prior to the expiration of 375 hours worked in the new position. In the event of either (a) or (b) above, the employee will return to her former position and wage rate without loss of seniority. Any other employee transferred as a result of this rearrangement of positions shall also be returned to her former position and wage rate without loss of seniority.

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

to her former position and the employee no longer has the right to return to her former position.

15.07 Job Security

Full-time: A full-time employee covered by this Agreement changing his/her status to that of a part-time employee shall retain his/her corporate seniority and her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement.

Part-time: A part-time employee changing her status to that of a full-time employee covered by this Agreement shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status, she shall suffer no loss of wage rate and will then progress in seniority and wage rate increase in the same manner as other full-time employees covered by this Agreement.

15.08 Only the original and subsequent vacancy shall be posted and all vacancies which may occur as a result of having filled the original vacancy shall be filled at the discretion of the Employer.

ARTICLE 16 - LAY-OFF AND RECALL

16.01 In the event of a proposed lay-off of a permanent or long-term nature of **12** weeks or more, the Home will provide the Union with at least 6 weeks' notice. This notice is not in addition to required notice **for** individual employees.

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

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

Lay-off Procedure

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

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

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

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

Recall Rights

- 16.04(a) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) **An** employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) **It** is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed **to** have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. **An** employee who has been recalled to such temporary vacancy shall not be

required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

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

Benefits on Lay-off

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

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

16.06 Full-time/Part-time Ratio

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

ARTICLE 17 - PERMANENT TRANSFERS

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

- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request or any other reason as determined by the Employer acting within the scope of Article 6 the employee will receive the corresponding rate for the job group to which he was transferred. Job

seniority for pay purposes shall include seniority on the job he is being transferred from.

17.02 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

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

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

17.05 Temporary Vacancies

a temporary vacancy **is** a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37 ½ hours a week shall be given the first opportunity to fill temporary vacancies, subject to article 15. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing here-in shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the employer may deem appropriate.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Employer agrees to supply and make available to the Union for the posting **of** seniority lists and Union notices one (1)

ulletin 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 19 - LEAVE OF ABSENCE

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

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

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

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

It being understood the Employer shall not exercise this discretion in an unfair way.

19.05 To qualify for a leave of absence in this article the employee must have completed six (6) months of continuous employment with the Employer.

ARTICLE 20 - PREGNANCY AND PARENTAL LEAVE

20.01 Pregnancy and Parental Leave

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

0.02 Pregnancy Leave

- (a) **An** employee who is pregnant shall be entitled, upon application in writing, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for up to seventeen (17) weeks in duration as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date. The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) 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 .09 Parental Leave.
- (d) Vested Interest - Employees do not have a vested right to SUB payments except for the supplementation of UI benefits during the unemployment period as specified in the plan.

Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- (e) Notwithstanding article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit. Effective November 27, 1992, an employee on pregnancy leave who is in receipt of unemployment insurance pregnancy leave benefits shall be

paid a supplemental unemployment benefit on confirmation by the Unemployment Insurance Commission of the appropriateness of the supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings paid by the Employer and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence after the two week unemployment insurance waiting period and within four (4) working days after receipt by the Employer of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

In any week, the total amount of \$UB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's regular weekly earnings.

20.03 **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 date upon which, in his opinion, delivery will occur **or** the actual date of her delivery.

20.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the supplemental unemployment benefit payments and in the event the employee is not entitled to participate in a supplemental

unemployment benefit plan, the Employer will not be required to make its contribution unless the employee continues to pay the employee's share of the premiums by the fifteenth (15th) of the month for which the coverage is intended.

20.05 **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 pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result **of** the above absences shall likewise be returned to their former position as applicable.

20.06 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.

20.07 Such absence is not an illness under the interpretation of this Agreement and credits of the accumulated sick leave plan cannot be used.

20.08 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.

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

20.09 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 the child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) a "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption

and a person who is in a common law relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen 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 leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier date 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 .09 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08 shall also apply.

20.10 Paternity Leave

Two (2) days unpaid paternity leave shall be granted to male employees to be taken within ten (10) days of birth of the child.

ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union Business. The Union agrees that in making requests for leave of absence that it not unduly affect the proper operation of the Nursing Home.

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

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year.

- (b) No employees will be granted more than three (3) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than fourteen (14) days.
- (d) Leave of absence will not be requested for more than one (1) employee from any department at any one time.
- (e) The cumulative leave of absence under this Article will not exceed twenty-eight (28) days in any calendar year.

21.03 While on unpaid union leave up of to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

21.04 For such leave of absence the Union must give three (3) weeks clear notice to the Employer.

21.05 Union Leave of Absence

Upon application by the Union in writing the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

ARTICLE 22 - EDUCATION LEAVE

22.01 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.

22.02 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.

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

ARTICLE 23 - BEREAVEMENT LEAVE

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

23.02 Upon the death of a 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.

23.03 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.

23.04 **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.

23.05 **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.

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

ARTICLE 24 - JURY DUTY

24.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance. The Employer shall pay such employee the difference between his normal earnings and the payment received for such services. The employee will present proof of service and the amount of pay received.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home on his regularly scheduled day off, the Nursing Home will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Nursing Home is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of his regular straight time hourly rate.

24.02 The employee is required to notify the **Employer** as soon as possible of selection for jury duty or court witness.

ARTICLE 25 - HOURS OF WORK

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

25.02 The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods, The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period.

25.03 There shall be no splits shifts.

ARTICLE 26 - OVERTIME

26.01 Overtime shall be paid for all hours worked over 7 ½ hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half the employee's regular rate of pay.

26.02 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift in addition to overtime rates paid. If an employee is required to work an extra three and three quarters (3 ¾) hours overtime at the end of his shift, one free meal will be supplied.

26.03 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.

26.04 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

26.05 Where an employee has been directed by his or her supervisor to work overtime and has worked such overtime, the employee may elect to receive payment at the applicable overtime rate or equivalent time **off** (where the applicable rate is one and one half times the employee's rate, then time off shall be one and one half times) subject to the following conditions:

- (a) the employee shall advise his or her supervisor at the time the overtime is worked if they wish to take equivalent time off in lieu of payment;
- (b) the employee shall give the Company at least two weeks' notice **of** any time they wish to take off pursuant to this Article 26.06;
- (c) such time **off** shall only be taken at a time which is mutually acceptable to the employee and the Employer;
- (d) such time off shall only be taken off one full day at a time.
- (e) Such permission will **not** be unreasonably denied.

ARTICLE 27 - WORK SCHEDULE

27.01 Work schedules covering a two-week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate, one week in advance of posting.

27.02 All employees who work on an assigned day off as per assigned schedule, at the Employer's request will be paid overtime at the rate of time and one-half (1½) for all hours worked.

27.03 Employees who are scheduled to work less than seventy-five (75) hours in a two-week period will not qualify for overtime on an assigned day off as stipulated in Article 27.02 until they have completed seventy-five (75) hours of work in the scheduled two-week period.

27.04 The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts and forty (40) hours if there is one (1) day off and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts the conditions of Article 26.02 shall apply in all respects.

27.05 No employee shall be scheduled to work more than six (6) consecutive days without being given two or more days off work provided however, that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over six (6) consecutive days, except in the case of an exchange of shift between employees.

27.06 No employee will be scheduled to work more than six (6) consecutive days without being given two or more consecutive days and, every other weekend off.

27.07 Orientation of New Staff

The employer will provide orientation of two (2) days for full-time and one (1) day for part-time employees, except students who are trained at the Home and hired.

27.08 Employee requests for changes in posted work schedules by way of exchanges with appropriately qualified employees must be submitted, in writing, to the Department Head or his/her delegate,

a minimum of two (2) days in advance of the proposed exchange and must be co-signed by the employee willing to exchange days off or shifts. Such requests shall be subject to approval by Department Heads. The Employer shall not be responsible or liable for overtime rates or non-compliance with any provisions of this agreement that might arise or accrue as a result *of* the exchange of shifts. Such permission shall not be unreasonably withheld. The Employer may approve shift exchange requests as above on less than two (2) days advance notice in the event of an emergency where two days advance notice is not possible. In any event advance notice must be given and approval obtained for shift exchange requests.

ARTICLE 28 - LUNCH OR MEAL PERIODS

28.01 Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

ARTICLE 29 - RELIEF PERIODS

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

ARTICLE 30 - MINIMUM REPORTING ALLOWANCE

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

- (a) the employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence;
- (b) if requested by the Employer the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

30.02 Article 30.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home

nor shall it apply to employees returning to work without notice after absence.

ARTICLE 31 - CALL BACK/CALL IN PAY

31.01 When employees are called back to work after leaving the Nursing Home premises upon completion of their 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 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.

31.02 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 call backs within the first four (4) hours from the time of the first call or any subsequent four (4) hour period.

31.03(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 scheduled.

(b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

(c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

ARTICLE 32 - PAY DAYS

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

All employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on the second Thursday, after each pay period ends. Where the hours of work are averaged over a two-week period, that two-week period will be the same two weeks as the pay period.

32.02 All employees will be paid on a Thursday, during working hours.

An employee who works the Wednesday night shift or the Thursday **night** shift in the event Monday is a holiday will receive his or her pay cheque at the end of the shift on Thursday morning or Friday morning as the case may be, before leaving the Home.

32.03 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 one day's pay or more, the Employer will provide payment for the shortfall within four (4) business days from the date it is notified of the error.

32.04 Upon termination or lay-off the employee will be paid his final pay and his vacation pay on the regular pay on the regular pay day for that pay period within which he terminated or was laid off.

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

ARTICLE 33 - PAID HOLIDAYS

33.01 (a) Employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year's Day	Heritage Day
Good Friday	(2nd Monday in February)
Victoria Day	Labour Day
Canada Day	Thanksgiving Day
Civic Holiday	Christmas Day
	Boxing Day

- (b) Upon completion of the probationary period the employee shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period at the rate of pay that was in effect when the holiday occurred.

33.02 *Heritage Day will be recognized on the second Monday in February and can be taken anytime during the calendar year by mutual agreement with the Employer and the employee.

33.03 The Employer will recognize the employee's anniversary day and Birthday as a float holiday in June and a float holiday in November to be within 30 days either side of June 1 and November 1 respectively.

33.04 Where one of the above-named statutory holidays falls on a Saturday or Sunday an alternative day may be designated by the Employer as the statutory holiday.

33.05 Holiday pay will be computed on the basis of the number of hours the employees would otherwise work had there been no holiday, at his regular rate of pay.

33.06 In order to qualify for holiday pay, the employee must work his normal scheduled work day preceding and following the holiday except where absence is due to illness, injury or approved leave of absence as provided for in this Agreement.

33.07 However, when an employee is absent from the preceding and/or following shifts due to illness, verified by a Medical Doctor's Certificate, the employee will be eligible for one day's holiday pay during any one period of illness excepting at Christmas and New Year's where it would be limited to two (2) holidays.

33.08 An employee who is required to work on any of the above-mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay be paid at the rate of one and one-half (1½) times his regular rate of pay for the number of hours he works on the holiday or in lieu thereof be granted equivalent time off with pay equal to overtime rates. An employee who has met the qualifiers for a statutory holiday are deemed to have qualified for the lieu **day**.

33.09 Any employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified by a Medical Doctor's Certificate, in which

case the employee will receive holiday pay as stipulated in Article 33.05.

33.10 If one of the above-named holidays occur on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday unless otherwise arranged between the employee and the Supervisor, or the employee shall receive a day's pay computed at the prevailing hourly rates for the job classification. These options shall be at the discretion of the Employer. This does not apply to part-time employees.

33.11 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 40 of this Agreement.

ARTICLE 34 - VACATIONS

34.01 For the purpose of calculating eligibility the vacation year shall be the period from July 1 of any year to June 30 of the following year.

34.02 The periods at which employees shall take vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.

Vacation requests shall be submitted by March 15 of each year. In order to facilitate vacation scheduling, employees will indicate first, second, and third choices for vacation time off. The Employer will post a draft of the vacation allocation by April 15. Those employees who did not receive any of their three choices will be entitled to submit three (3) additional choices by April 30.

Vacation requests received after March 15 and after April 30, where appropriate, will be considered on a first come first served basis, determined by the Employer having due concern for the proper operation of the Nursing Home. Any vacation time remaining and for which requests have not been received will be scheduled by the Employer at the Employer's discretion.

Vacation time off shall be scheduled in minimum one week blocks commencing on a Monday and ending on a Sunday. During the summer months (June, July, August), employees vacations shall not exceed four consecutive weeks.

34.03 Vacation time will be allotted between the months of May and September inclusive, if possible; unless some other time is mutually arranged between the individual employee and the Employer.

34.04 Vacations are not cumulative from year to year and all vacations must be taken no later than one (1) month prior to the new vacation cut off date. Employees shall not waive vacation and draw double pay.

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

34.06 Employees who have completed their probationary period as of June 30th will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings or regular pay.

34.07 Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings or regular pay whichever is the greater.

34.08 Employees with three (3) years of service on or before June 30th of the current year shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of gross earnings or regular pay whichever is the greater.

34.09 Employees with eight (8) years of service on or before June 30th of the current year shall receive four weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings or regular pay whichever is the greater.

34.10 Employees with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings or regular pay whichever is the greater.

34.11 Employee with twenty-five (25) years of service on or before June 30th of the current year shall receive six (6) weeks vacation.

Vacation pay for such employees will be twelve percent (12%) of gross earnings or regular pay whichever is the greater.

34.12 Vacation pay will be paid to all employees in advance of their vacation, on separate cheques, on the regular pay day. In the event that an employee elects not to receive her vacation pay in advance of her vacation, she shall indicate so in writing to her department head a minimum of one week prior to the payroll input date. In such a case, vacation pay will be issued the following pay day.

34.13 Regular pay, in relation to the determination of vacation pay amounts referred to above, shall be determined by calculating the average **gross** bi-weekly earnings paid by the Employer in the twenty-six (26) pay periods immediately preceding the current vacation cut-off date.

34.14 Where it is not now permissible two (2) employees are to be allowed vacation during the Christmas period on a rotating seniority basis.

34.15 Employees who have lost their seniority and have terminated their employment as set out in Article 14 herein between vacation period shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date **of** termination. Such allowance shall be paid no later than the next regular payroll date.

34.16 Seriously Ill Prior to Vacation

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted **by** a serious illness, occurring immediately prior to her schedule vacation.

34.17 During the summer vacation period, employees on staff prior to the commencement **of** the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. **An** employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

ARTICLE 35 - SICK LEAVE

35.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workmen's Compensation Act shall not be charged against sick leave credits.
- (b) Effective as soon as practicable following ratification, the Employer will pay 100% of the premiums for a weekly indemnity plan for full-time employees as follows:

In the event of illness and subject to the requirements of the carrier, a weekly indemnity plan which provides for 66 2/3% of regular earnings to be paid to the employee, for the first (1st) day of accident, first (1st) day of hospitalization, and third (3rd) day of illness for a period of seventeen (17) weeks.

Current sick leave banks will be frozen at the present levels. In addition, at the commencement of each sick leave year (to be defined as July 1 of one year to June 30 of the following year) the Employer will credit each full-time employee, four (4) non-cumulative sick days per sick leave year, which shall be used for 100% payment during the waiting period.

In the first pay period of each sick leave year the Employer will cash out unused sick days in accordance with the following schedule:

- (i) 3 days if the employee uses 0 of the 4 days
2 days if the employee uses 1 of the 4 days
1 day if the employee uses 2 of the 4 days
0 days if the employee uses 3 or more of the 4 days

(ii) Unused sick days in this bank beyond the 3 days is to be cashed out to a maximum of three days with a corresponding reduction in the bank.

(iii) The intent is that there will be a maximum cash out of three days in total in any given year.

Employees absent on short-term illness of two days or less duration shall be paid from the days remaining in their sick bank.

- (c) Employees can use their sick leave banks to top-up weekly indemnity benefits to 100% of their regular weekly earnings while in receipt of weekly indemnity benefits.
- (d) The Employer will notify the employees of their sick days remaining on the July seniority list of each year.
- (e) Employees absent on short-term illnesses of two (2) days or less duration shall be paid for the first three (3) such illnesses in any sick leave year where sick credits remain. However, for the fourth and succeeding illnesses of two (2) days or less duration on any sick leave year, employees shall not be paid for the first two (2) days of illness.
- (f) An employee may be required to produce proof of sickness in the form of a medical certificate for any absence of three (3) days or more duration.
- (g) **An** employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 20.
- (h) Weekly Indemnity cheques will be mailed directly to the employee's home.
- (i) **An** employee who will be absent due to personal illness or injury must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. Failure to give the prescribed notice may result in **loss** of sick leave benefits for that shift of absence.

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

- (j) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the

illness and the hospitalization. The portion **of** the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

35.02 Weekly Indemnity

- (a) Weekly Indemnity participation is voluntary for all employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) **An** employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in January and July each year subject to evidence **of** insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above;
 - (i) an employee who averages over sixty-six hours paid in any period of six (**6**) months pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
 - (ii) an employee who is successful in a job posting where the schedule hours are sixty-six (**66**) every two weeks will be automatically enrolled within one (1) month **of** the successful posting.
 - (iii) without evidence **of** insurability.

35.03 (a) Annual Medical

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

(b) Sick Leave Certificate

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

(c) Medical Certification

In the event the Nursing Home or legislation requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

ARTICLE 36 - HEALTH AND INSURANCE BENEFITS

36.01 The Employer will pay 100% of the billed premium rate for single or family coverage by O.H.I.P. for all employees.

36.02 The Employer will pay 100% of the billed rate of the premium of a life insurance plan providing coverage of \$17,000.00 for all full-time employees.

36.03 The Employer agrees to continue the Blue Cross Extended Health Care Drug Plan or equivalent with a \$25/50 deductible. The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan. The Employer will pay 100% of this plan. The Employer will continue a \$90.00 Vision Care Plan and will pay 100% of the premium. Extended Health Care coverage to be increased to \$150 for the first year upon re-enrollment.

The Employer agrees to implement semi-private coverage. The employer will pay 100% of coverage.

36.04 The Employer will continue a Dental Plan #9 at the 1993 ODA fee schedule subject to carrier enrollment. The Employer and employee will each pay 50% **of** the benefit premium. The cap on the Dental Plan shall be \$2,000 per employee and per approved dependent.

Coverage for Dental plan upon re-enrolment is limited to \$200 benefit coverage in the first year of re-enrollment.

The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source. The employer is not liable for contribution.

The employer will notify the employee when his or her benefits will cease.

If an employee is otherwise covered in any of the above benefit plans excluding life insurance, the Employer shall not be obligated to contribute. The Employer will notify the Union if it intends to change the insurance carrier.

36.05 Pension Plan for Employees of
Participating Ontario Nursing Homes

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

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

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

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

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

(iii) vacation pay.

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

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

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

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

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

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

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

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

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

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

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

(i) To Be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for the 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

36.06 Health and Welfare Benefits Grievances

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

Nancy Backhouse
Deena Baltman

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

- (g) the arbitrator shall render a decision within 10 days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrators 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 expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by the either party. The purpose of waiving any appeal rights **of** judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

ARTICLE 37 - UNIFORM ALLOWANCE

37.01 The Employer agrees to pay uniform allowance to all full-time employees required to wear a uniform for the purchase, laundering and repair of uniforms. Employees will be required to wear pastel shaded uniforms, if found necessary.

The Employer will continue to pay a uniform allowance of 5.2 cents.

37.02 The Employer will pay uniform allowance January and July of each year in a lump sum.

ARTICLE 38 - RATES OF PAY

38.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

ARTICLE 39 - PARKING

39.01 Present parking privileges to be maintained.

ARTICLE 40 - PERMANENT PART-TIME EMPLOYEE BENEFITS

40.01 Accrual and payment of all paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro rata basis of hours worked in the six month period.

The calculation of pro rata percentage shall be determined by averaging the hours worked in the previous six (6) month period as follows:

Total hours worked/Number of bi-weekly pay periods

The pre-determined six (6) month period shall coincide with the pay period ending on **or** about June 30 and December 31 of each year and the re-calculated proration percentage, where applicable, shall be effective commencing the months of August and February respectively.

The one exception to this calculation will be an employee who successfully bids or otherwise obtains a new position. In this instance an employee who qualifies immediately shall receive entitlement up to one-hundred percent (100%) of the Employer's paid share of premiums and benefits in the case of a full-time position or, in the case of a position with fewer hours, a new proration formula reflecting the position for which the employee has successfully bid.

When an employee is on:

- (a) maternity or parental leave, or
- (b) approved leave of absence in excess of thirty (30) continuous calendar days.
proration upon return shall be based on the percentage in effect just prior to the commencement of the leave.

40.02(a) Employees working more than 45 hours bi-weekly and up to and including 52 hours bi-weekly will receive fifty percent (50%) of the Employer-paid share of the Health and Welfare premiums.

(b) Employees working for more than 52 hours bi-weekly and up to and including 66 hours bi-weekly will receive seventy-five percent (75%) of the Employer-paid share of the Health and Welfare premiums.

(c) Employees working more than 66 hours bi-weekly **will** receive one-hundred percent (100%) of the Employer-paid share of the Health and Welfare premiums.

(d) Permanent part-time employees shall receive pay for each day of sick leave, paid holiday and uniform allowance as stipulated in this Agreement in accordance with the percentage outlined in paragraphs (a), (b) and (c) above.

ARTICLE 41 - SHIFT PREMIUMS

41.01 **All** employees who are required by the Employer to rotate over two (2) shifts shall receive a shift premium of 4% for each hour worked on the afternoon or night shifts only. Shift Premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight-time hourly rate.

41.02 The Employer agrees that the present practice regarding shift premium will remain, and further agrees that there will be no further rotation of shifts.

ARTICLE 42 - WORKERS' COMPENSATION

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

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefit of this agreement, except where specified otherwise during any absence covered by Workers' Compensation.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date **of** illness **or** injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

42.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

42.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice **of** the vacancy in accordance with the job posting procedure (Article 15) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

42.04 The injured employee shall have a period **of** two (2) years from the date of injury within which she shall preserve the seniority which she had accrued in accordance with Article 12 and within which she shall have the right, to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer. that the employee has the physical capability to perform her normal job.

42.05 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WCB claim or illness, and the employee's former permanent position still exists, the employee will be returned to her former job former shift if designated, classification and rate **of** pay. **All** employees who fill vacancies as a result of the **above** absences shall likewise be returned to their former permanent positions.

42.06 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of

performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience and ability, by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

ARTICLE 43 - HEALTH AND SAFETY

43.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

43.02 A joint management and employees health and safety committee shall be constituted with representation of a least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial function, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least quarterly. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

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

ARTICLE 44 - DAYLIGHT SAVINGS TIME

44.01 During the changeover from Daylight Saving Times to Eastern Standard Time, or vice-versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 hours or 8 1/2 hours.

ARTICLE 45 - WAGE PROGRESSION, ETC.

45.01 Employees within their position classification will progress from the "probationary rate" to the "one year rate" and so on, on the basis of **1,950** hours worked at the "probationary and start rate" to the "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' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification. All hours worked and hours paid during the probationary period (**375** hours) shall be counted toward hours required to move from the start rate to the one year rate.

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

ARTICLE 46 - RETROACTIVITY

46.01 Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of June 1, 1997 and to all new employees hired since that date on the basis of the agreed wage rates. Retroactivity will be paid by separate cheque within four (4) pay periods of the Employer being notified of ratification. If an employee shall have terminated his employment since June 1, 1997 the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall have 30 days from the posting within which to claim any payment due to him/her and failing claim for payment, the Employer shall not be further obligated for payment to such employee.

ARTICLE 47 - RENEWAL, AMENDMENT AND TERMINATION

47.01 This Agreement shall be effective from June 1, 1997 and shall continue in effect until May 31, 1999 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

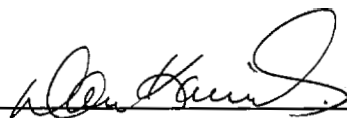
47.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

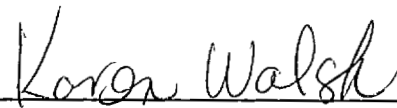
47.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceeding prescribed under The Labour Relations Act, 1960, of the Province of Ontario, and The Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

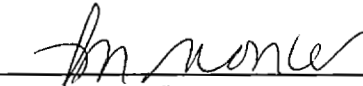
DATED AT TORONTO, THIS 3rd DAY OF November 1997.

THE O'NEILL CENTRE


SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204















KW/SP

SCHEDULE "A"

Effective June 1, 1997

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
RPN	15.27	15.70	16.08
Health Care Aide/Activity Aide (Certified)	13.14	13.54	13.95
Nurse's Aide/Activity Aide (Uncertified)	12.98	13.39	13.80
Guest Attendant (Retirement)	12.79	13.24	13.64
Dietary Aide/Laundry	12.82	13.24	13.64
Cook I	14.32	14.67	15.06
Cook II	13.64	14.06	14.48
Maintenance	14.75	15.11	15.50
Clerk Typist/Receptionist	11.40	12.09	13.49

Probation Rate: 20 cents per hour less than the start rate.

Handyman: a premium of 15 cents per hour above the applicable janitor rate to be paid for all hours worked in the handyman classification when designated by the Employer.

Note: The above rates include \$.35 per hour Pay Equity Adjustment.

SCHEDULE "A"

Effective June 1, 1998

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
RPN	15.42	15.85	16.24
Health Care Aide/Activity Aide (Certified)	13.27	13.68	14.09
Nurse Aide/Activity Aide (Uncertified)	13.11	13.53	13.93
Guest Attendant (Retirement)	12.91	13.37	13.77
Dietary Aide/Laundry	12.95	13.37	13.77
Cook I	14.47	14.81	15.21
Cook II	13.77	14.20	14.63
Maintenance	14.89	15.26	15.66
Clerk Typist/Receptionist	11.52	12.21	13.63

Probation Rate: 20 cents per hour less than the start rate.

Handyman: a premium of 15 cents per hour above the applicable janitor rate to be paid to all hours worked in the handyman classification when designated by the employer.

Note: The above rates include \$0.35 per hour Pay Equity Adjustment.

ADDENDUM "A"

ADDENDUM TO AGREEMENT COVERING PART-TIME BARGAINING UNIT

BETWEEN:

THE O'NEILL CENTRE

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
Chartered by the S.E.I.U., A.F.L., C.I.O., C.L.C.

WHEREAS the Ontario Labour Relations Board did on the 11th of July, 1978 certify the Union as the bargaining agent for certain employees **of** the Employer, and whereas the parties hereto have agreed to enter into a Collective Agreement upon the terms hereinafter set forth.

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the full-time bargaining unit Collective Agreement attached to this Addendum will apply to the part-time unit, save and except as modified by this Addendum in the following manner:

1. Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all employees **of** The O'Neill Centre in Metropolitan Toronto regularly employed for not more than 22.5 hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank **of** supervisor or foreman and office staff.

2. Seniority and Hours **of** Work

The seniority, hours of work and overtime shall be as set out in the full-time Agreement of which this Addendum **is** part.

3. Vacations with Pay

Employees covered by this Agreement shall receive vacation allowance on the following basis:

- (a) Employees who have completed their probationary period as of the cut off date will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
- (b) Employees who have completed 5,400 hours before June 30th of the current year shall be entitled to three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of gross earnings.
- (c) Employees who have completed 14,400 hours before June 30th of the current year shall be entitled to four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings.
- (d) Employees who have completed 27,000 hours before June 30th for the current year shall be entitled to five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings.
- (e) Employees who have completed 45,000 hours before June 30th for the current year shall be entitled to six (6) weeks' vacation. Vacation pay for such employees will be twelve (12%) percent of gross earnings.

Vacation pay will be paid to all employees on a separate pay on the regular pay day in advance of their vacation.

- (f) **An** employee who leaves the employ of the Employer due to separation or lay-off shall receive four percent (4%) gross earnings between the most recent July 1 and the date of separation or lay-off.
- (g) Vacation pay to be paid as a percentage of total earnings.

4. Statutory Holidays

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

New Year's Day	Civic Holiday
Heritage Day (2nd Monday in February)	Labour Day
	Thanksgiving Day

Good Friday
Victoria Day
Canada Day

Christmas Day
Boxing Day

The Employer will recognize the employee's anniversary day and Birthday as a float holiday in June and a float holiday in November to be taken within thirty (30) days either side of June 1 and November 1 respectively.

An employee shall qualify for holiday pay if:

- (a) he has earned wages on at least: twelve (12) days during the four (4) weeks immediately preceding a paid holiday; and
- (b) he has worked a full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift due to illness verified by a medical doctor's certification, in which case the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.
- (c) Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in 4(a) above, multiplied by the employee's regular hourly rate of pay.
- (d) an employee who is required to work on any of the above-mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay be paid at the rate of one and one-half (1½) times his regular rate of pay or in Lieu thereof be granted equivalent time off with pay equal to overtime rates.

5. Payment in Lieu of :Benefits for Part-timers

Employees covered by this Agreement will receive 50 cents for each hour worked in lieu of the following benefits: O.H.I.P., E.H.C, Vision Care, Group Life Insurance, Sick Leave, Uniform Allowance, Shift Premium, Dental Plan and Semi-private coverage. Pension benefits are not included as part of the in-lieu payments. This will be payable every pay period and will be in addition to the hourly wage rate.

6. Wage Progression

Employees within their position classification will progress from the "probationary rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "probationary and start rate" to the "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' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (375 hours) shall be counted towards hours required to **move** from the start rate to the one year rate.

Wasted this 3rd day of November, 1987. Au.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
RATIONAL UNION, LOCAL 204

Alan Harris

John Power

CP

Karol Walsh

G. Free

James Leonard

L. Bravo

ADDENDUM "B"

ADDENDUM TO AGREEMENT COVERING CLERICAL
PART-TIME BARGAINING UNIT

BETWEEN:

THE O'NEILL CENTRE

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
Chartered by the S.E.I.U., A.F.L., C.I.O., C.L.C.

WHEREAS on the 21st day of October the Employer gave the Union voluntary recognition for the part-time Clerk Typist to be included in the bargaining unit.

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the full-time bargaining unit Collective Agreement attached to this Addendum "B" will apply to the clerical part-time unit, save and except as modified by this Addendum in the following manner:

1. Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all its office and clerical and student employees of The O'Neill Centre in Metropolitan Toronto regularly employed for not more than 22.5 hours per week save and except supervisors, persons above the rank of supervisors, and students employed during the school vacation period.

2. Statutory Holidays

New Year's Day	Labour Day
Heritage Day (2nd Monday in February)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

Employee's anniversary day and birthday with a float day in June and a float day in November to be taken thirty (30) days either side of June 1 and November 1.

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

An employee shall qualify for holiday pay if:

- (a) He has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday; and
- (b) He has worked a full scheduled shift immediately preceding and immediately following the holiday unless the employee is absent from the preceding and/or following shift due to illness verified by a medical doctor's certification, in which case the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.
- (c) Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in 2(a) above, multiplied by the employee's regular hourly rate of pay.

3. Payment in Lieu of Benefits for Part-time Clerical Employees

Employees covered by this Agreement will receive 50 cents for each hour worked in lieu of the following benefits: OHIP, Extended Health Care, Vision Care, Group Life Insurance, Sick Leave, Uniform Allowance, Shift Premium, Dental Plan and Semi-private coverage. Pension benefits are not included as part of the in lieu payments.

4. Wage Progression

Employees within their position classification will progress from the "probationary rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "probationary and start rate" to the "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' Compensation Act shall be considered hours worked for the purposes of computing eligibility

to progress to the next higher rate within their position classification.

All hours worked and hours paid during the probationary period (375 hours) shall be counted towards hours required to move from the start rate to the one year rate.

5. Permanent Transfers

Part-time employees changing their status to that of a full-time employee covered by this Agreement shall retain his/ her corporate seniority and her classification seniority. Upon entering into full-time status, he/she shall suffer no loss of wage rate, and will then progress in seniority and wage rate increase in the same manner as other full-time employees covered by this Agreement and will forfeit premium paid in the amount of 50 cents of this Agreement.

6. The following articles shall not apply to the Part-time Clerical unit:

- Article 35 - Sick Leave
- Article 36 - Health and Insurance Benefits (but :not Pension Plan)
- .Article37 - Uniform Allowance
- Article 41 - Shift Premiums
- .Article45 - Wage Progression, Etc.

7. Vacations

Employees covered by this Addendum shall receive vacation on the following basis:

- (a) Employees who have completed their probationary period as of the cut **off** date will be granted one **(1)** day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will **be** four percent (4%) of gross earnings during the vacation year.
- (b) Employees who have completed 5,400 hours before June 30th of the current year shall be entitled to three **(3)** weeks' vacation. Vacation pay for such employees will be six percent **(6%) of gross** earnings.
- (c) Employees who have completed 14,400 hours before June 30th of the current year shall be entitled to four **(4)**

weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings.

- (d) Employees who have completed 27,000 hours before June 30th for the current year shall be entitled to five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings.
- (e) Employees who have completed 45,000 hours before June 30th for the current year shall be entitled to six (6) weeks' vacation. Vacation pay for such employees will be twelve (12%) percent **of** gross earnings.
- (f) **An** employee who leaves the employ of the Employer due to separation or lay-off shall receive four percent (4%) of gross earnings between the most recent July 1 and the date of separation or lay-off.
- (g) Vacation pay to be paid as a percentage of total earnings.
- (h) Vacation pay will be paid to all employees on a separate pay on the regular pay day in advance of their vacation.

8. SCHEDULE "A"

EFFECTIVE JUNE 1, 1997

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Clerk Receptionist/(Typist*)	11.00	11.65	13.05
Receptionist	10.44	11.09	12.50

Probation Rate: 20 cents per hour less than the start rate.

*Any new employee hired will fall under this wage bracket.

EFFECTIVE JUNE 1, 1998

	<u>Start</u>	<u>1 Year</u>	<u>2 Years,</u>
Clerk Receptionist/(Typist*)	11.11	11.76	13.18
Receptionist	10.55	11.20	12.63

Note: The above rates include \$0.35 per hour Pay Equity Adjustment.

LETTER OF INTENT

BETWEEN

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L. - C.I.O. - C.L.C.

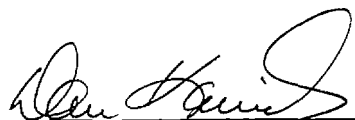
Re: Paid Holidays

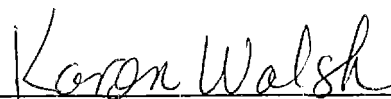
Employees will be able to stack three (3) lieu statutory days to be taken at any time during the year by mutual agreement between the Employer: and employee.

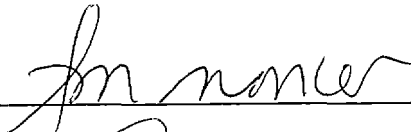
DATED this 3rd day of November 1997. 6

THE O'NEILL CENTRE

SERVICE: EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204




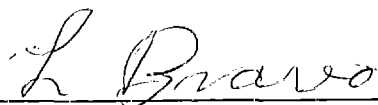












PENSION LETTER OF UNDERSTANDING

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

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

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

LETTER OF UNDERSTANDING

BETWEEN

THE O'NEILL CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L. - C.I.O. - C.L.C.

Sick leave bank days shall be used for 100% payment for the waiting period relating to the W.I. plan as well as for the purposes of top-up while a person is in receipt of W.I. benefits as per Article 35.01 and such banks shall be reduced accordingly.

DATED this 3rd day of November 1997.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

LETTER OF UNDERSTANDING

BETWEEN

THE O'NEILL CENTRE

AND

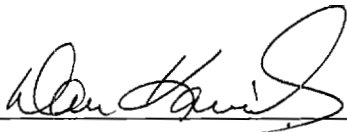
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFL - CIO - CLC

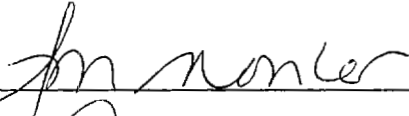
The parties agree to adopt any subsequent award which may be forthcoming from Arbitrator Teplitsky resulting from the 1997-98 round of mediation/arbitration between SEIU Locals 204 and 532 and the participating Nursing Homes.


DATED this 3rd day of November, 1997.

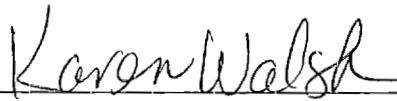
THE O'NEILL CENTRE

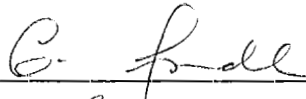
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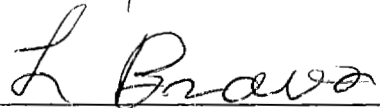


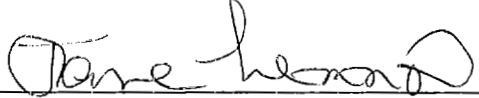












LETTER OF UNDERSTANDING

BETWEEN

THE O'NEILL CENTRE

AND

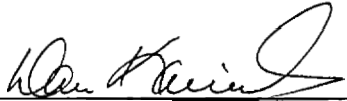
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFL - CIO - CLC

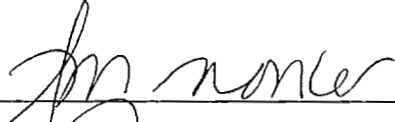
The parties agree that employees' sick leave credits will not be adversely affected as a result of the transition to sick leave year in Article 35 of this agreement.

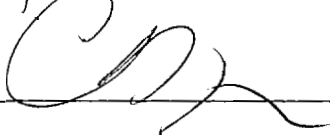
DATED THIS 3rd day of November 1997 .

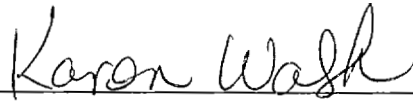
THE O'NEILL CENTRE

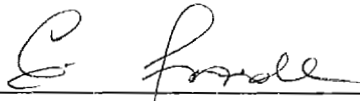
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NATIONAL UNION, LOCAL 204

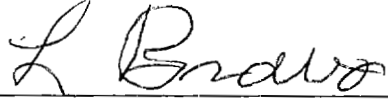















LETTER OF UNDERSTANDING

BETWEEN

THE O'NEILL CENTRE

AND

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

The employer agrees that retroactivity, effective 1997 will be paid within thirty (30) days for this round of bargaining.

Waxed this 3rd day of November, 1997.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

W. Keene

Karon Wash

In name

E. Lee

C. J.

L. Bravo

J. Brennan