

Unit No. 107

COLLECTIVE AGREEMENT

BETWEEN

THE O'NEILL CENTRE

- AND -

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

FULL-TIME & PART-TIME
SERVICE UNIT
CLERICAL UNIT

EFFECTIVE: JUNE 1, 2001

EXPIRY: MAY 31, 2004

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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, 2001

EXPIRY: MAY 31, 2004

FULL-TIME & PART-TIME
SERVICE **UNIT**
CLERICAL UNIT

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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 - MANAGEMENT RIGHTS

3.01 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 4 - DEFINITIONS

4.01 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 9. Article 22.10 describes how this agreement shall affect those persons.

4.02 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.

4.03 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.

4.04 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.

4.05 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.

ARTICLE 5 - UNION SECURITY

5.01 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.

5.02 **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.

5.03 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.

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

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

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

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

ARTICLE 6 - NO STRIKES OR LOCKOUTS

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

6.02 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 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 up to three (3) 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 Labour Management Committee

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

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.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/pr processing grievances, up to but not including the arbitration stage, negotiating of the collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Complaints and Grievances

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.

8.08 Discharge Grievance

(a) 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.

- (b) 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.
- (c) 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.

8.09 Employer's Grievance

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.

8.10 Arbitration and Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision **has** been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall

take place before the matter is referred to Arbitration.

- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties pay extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record **of** the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement **of** facts will be provided to the Mediator, and if possible, in advance **of** the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) **If** no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done **by** the mediator **may** be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.
- (j) 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.

- (k) No person may be appointed as an arbitrator who has been involved in an attempt **to** negotiate or settle the particular grievance concerned.
- (l) 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) **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.

- (g) 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.

8.11 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.

8.12 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 9 - SENIORITY

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.

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.

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

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.

9.01 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days **or** any approved absence paid **by** the Home, both seniority and service will accrue.
- (b) During 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 absence due **to** illness, disability, layoff or if an employee's absence is due **to a** disability resulting in W.S.I.B. benefits **for** thirty (30) months.
- (d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB **if** the employee continues their contribution towards said benefits. It is understood that the obligation of

the Employer, to pay the aforesaid benefits while on WSIB shall continue for up to twenty-four (24) months following the date of the injury.

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

9.02 Seniority Lists

- (a) 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.
- (b) 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 22.10 - Permanent Part-Time Employees.

9.03 Loss of Seniority

- (a) **An** employee shall lose all seniority and her employment shall be deemed to be terminated if **she**:
 - (i) voluntarily resigns, retires, or is discharged for just cause; or
 - (ii) is absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
 - (iii) is absent from work without a reasonable excuse **for** more than three (3) consecutive days for which she **is** scheduled to work; or
 - (iv) is absent from work for more than thirty (30) months by reason of layoff; or

(v) is absent from work for more thirty (30) months by reason of absence while on WSIB.

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

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

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) The Union and the Employer agree that retirement is mandatory at age 65, at which time the employment relationship cease.

ARTICLE 10 - JOB SECURITY

10.01 Layoff and Recall

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.

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

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

10.02 Lay-off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on t he job employees who have the ability and qualifications **as required by law** to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff

who chooses to bump, must bump the employee **with** less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.

- (iv) Consistent with the opportunity to chain bump all employees who are potentially impacted will **be** given notice of lay off at the outset of the process.
- (v) **An** identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) **of** the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within their classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee **may** bump into the other bargaining unit.
- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid **off** employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.

(ix) The decision of the employee to choose (i) or ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

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

the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) **a** laid off employee shall retain the rights of recall for a period of thirty (30) months.

10.04 Benefits on Lay-off

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

10.05 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

10.06 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work, which is then available.

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

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

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

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

ARTICLE 11 - JOB POSTING

11.01(a) 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.

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

11.02 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis as he sees fit.

11.03 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.

11.04 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.

11.05 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.

11.06 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.

11.07 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.

11.08 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.

11.09 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 the above provisions of this article. 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.

11.10 Permanent Transfers

- (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 3 the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

11.11 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.

11.12

- (a) 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.
- (b) **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.

ARTICLE 12 - NO CONTRACTING OUT

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed **by** employees in the bargaining unit which shall directly cause or result in the lay-off **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,

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

13.03 Full-time/Part-time Ratio

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

ARTICLE 14 - PRINTING

NOT APPLICABLE

ARTICLE 15 - LEAVE OF ABSENCE

15.01 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.

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

15.03 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.

15.04 **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.

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

15.06 Pregnancy and Parental Leave

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

15.07 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 two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 15.14 Parental Leave.
- (d) Notwithstanding Article 15.07 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

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

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

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

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

Such payment shall commence after two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

15.08 **An** employee who does not apply for leave of absence under Article 15.07 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.04 upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.09 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. **If** deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the **SUB** payments.

15.10 **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, and former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

15.11 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.10.

15.12 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

15.13 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.

Upon expiry **of** seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.14 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

15.14 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 no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (e) The employee shall give the Employer two (2) weeks written notice of the date leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least *four* (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 15.14 Parental Leave, the provisions under 15.06, 15.09, 15.10, 15.11, 15.12, 15.13 shall also apply.

15.15 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.

15.16 Union Leave

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.

15.17 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.

15.18 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 WSIB and Pension, but would not include Health and Welfare and Weekly Indemnity **premiums** (if applicable).

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

15.20 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.

15.21 Bereavement Leave

- (a) Upon the death of an employee's spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of 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.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) **An** employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.22 Jury and Witness Duty

If an employee is required to serve as a juror in any court **of law**, or is **required** to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a

court of law or coroner's inquest in connection with a case arising from the; employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

15.23 Education Leave

- (a) If required by the Employer, an employee shall **be** entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (c) 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 16 - HOURS OF WORK

16.01 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.

The regular work shift for full-time employees shall be seven and one-half (7 ½) working hours per day exclusive of meal

periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period.

There shall be no splits shifts.

16.02 Work Schedule

- (a) 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.
- (b) **All** employees who work on an assigned day off as per assigned schedule, at the Employer's request will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (c) 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 16.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two-week period.
- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.

16.03 Lunch or Meal Periods

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.

16.04 Relief Periods

Employees will be allowed fifteen (15) minutes relief in each half of the seven and one-half (7½) shift, without reduction in pay and without increasing the regular working hours.

16.05 Daylight Savings Time

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 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) 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.

- (b) 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 3/4) hours overtime at the end of his shift, one free meal will be supplied.
- (c) Employees who work overtime will not be required **to** take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.
- (d) Overtime shall be based on the employee's regular rate **of** pay and there shall not be any pyramiding **of** overtime under this Article.
- (e) 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:
 - (i) 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;
 - (ii) **the** employee shall give the Company at least two weeks' notice of any time they wish to take **off** pursuant to this Article;
 - (iii) such time off shall only be taken at a time which is mutually acceptable to the employee and the Employer;
 - (iv) such time off shall only be taken off one full day at a time.
 - (v) Such permission will not be unreasonably denied.

17.02 Shift Premiums

- (a) **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.

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

17.03 Minimum Reporting Allowance and Responsibility Allowance

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.

Article 17.03 **shall** be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire

17.04 Call Back

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.

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.

17.05 Call In

- (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted scheduled.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in **for** hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (½) hour of the starting time **of** the shift and the employee commences work within one (1) hour **of** the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) **All** call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement.

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) Effective June 1, 2001, when an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of five dollars and fifty cents (\$5.50) dollars for each shift from the time of the assignment.
- (b) Effective June 1, 2001, where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities **of** the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of five dollars and fifty cents (\$5.50) dollars for each shift.

- (c) Where there is neither an RN nor a supervisory employee (**or** above), who is a registered nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one **of** the above-noted premiums will apply at any one time.

ARTICLE 18 - UNIFORM ALLOWANCE

18.01 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. Effective July 1, 1999, uniform allowance will be increased to six (\$.06) cents per hour.

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

ARTICLE 19 - HEALTH AND SAFETY

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

19.02 A joint management and employees health and safety committee shall be constituted with representation of 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.

19.03 The Employer shall:

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

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

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

ARTICLE 20 - PAID HOLIDAYS

20.01(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.

20.02 *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.

20.03 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.

20.04 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.

20.05 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.

20.06 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.

20.07 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.

20.08 **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 (1 ½) 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.

20.09 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 20.05.

20.10 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.

20.11 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 22.10 of this Agreement.

ARTICLE 21 - VACATIONS

21.01 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.

21.02 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.

21.03 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.

21.04 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.

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

21.06 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.

21.07 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.

21.08 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.

21.09 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.

21.10 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.

21.11 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.

21.12 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.

21.13 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.

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

21.15 Employees who have lost their seniority and have terminated their employment as set out in Article 9.03 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.

21.16 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.

21.17 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 22 - HEALTH AND INSURANCE BENEFITS

22.01 Effective August 1, 1999, same sex spouse will be eligible to **be a dependent for** insured benefits.

Effective August 1, 1999 delete semi-private hospital coverage.

22.02 OHIP

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

22.03 Life Insurance

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.

22.04 Major Medical

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. Effective August 1, 1999, implement Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrollment provision to be included. Extended Health Care coverage to be increased to \$150 for the first year upon re-enrollment.

22.05 Vision Care

Effective July 1, 2001 the Employer will provide a \$120.00 per twenty-four (24) months Vision Care Plan and will pay 100% of the premium.

22.06 Dental

The Employer will continue a Dental Plan #9 at the following 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.

- (i) Effective on April 1, 2001 increase the ODA fee guide to 1999.
- (ii) Effective on April 1, 2002, increase the ODA fee guide to 2000.

(iii) Effective on April 1, 2003, increase the ODA fee guide to 2001.

(iv) Effective on the first day of the last month of these agreements, increase the ODA fee guide to 2002.

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.

22.07 Change of Carriers

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

22.08 Benefit Grievance Resolution

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

- (a) The Union or Employer shall file a written grievance within 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.

22.09 Nursing Home and Related Industries Pension Plan

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

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

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

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

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

"Eligible 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.

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

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

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the 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 P5, 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 **if** 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

22.10 Permanent part-time Employee Proration Formula Benefits

- (a) 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:

- (i) maternity or parental leave, or
- (ii) 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.

- (b) (i) Employees working more than 45 hours bi-weekly and up to and including 52 hours bi-weekly will receive fiftypercent (50%) of the Employer-paid share of the Health and Welfare premiums.
- (ii) 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.
- (iii) 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.
- (iv) 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 (i), (ii) and (iii) above.

ARTICLE 23 - INJURY AND DISABILITY

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

- (a) The 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 WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time

worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 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.

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

23.04 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 9 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

23.05 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB 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.

23.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority 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 24 - SICK LEAVE

24.01 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, five (5) 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 15.
- (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.

24.02 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.

24.03(a) Annual Medical and Sick Leave Certificate

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

- (b) 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 25 - COMPENSATION

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

The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course.

25.02 Retroactivity

Retroactive Payment is to be made within thirty (30) days from the expiry of the current agreements and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. Retroactivity will be paid on a separate cheque.

25.03 Temporary Transfers

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.

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

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

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

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

25.05 Wage Progression, Etc.

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.

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

ARTICLE 26 - BULLETIN BOARDS

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

26.01 Present parking privileges to be maintained.

ARTICLE 27 - PAY DAYS

27.01 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.

27.02 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.

27.03 Errors on Paycheques

In the event of an error on an employee's pay, the correction will

be made in the pay period following the date on which the overpayment comes to the Employer's attention. **If** the error results in an employee being underpaid by one 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.

27.04 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.

27.05 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 28 - INTERPRETATION

NOT APPLICABLE

ARTICLE 29 - PERSONNEL FILES

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 the presence of a supervisor at mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job reference.

29.01 Letters of Reprimand

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

29.02 Suspension

Records **of** suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents

involving third party interface (ie: residents and family) where the record will remain on file.

ARTICLE 30 - RENEWAL, AMENDMENT AND TERMINATION

30.01 This Agreement shall be effective from June 1, 2001 and shall continue in effect until May 31, 2004 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.

30.02 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.

30.03 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 26 DAY OF September 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Daly
D. Routh DON

_____ *Gene Lennon* _____
Jennifer Bird

JB/WS

SCHEDULE "A"

Effective June 1, 2001

		June 1/01	June 1/02	June 1/03	*Feb. 1/04
RPN	Start	16.58	17.00	17.51	17.61
	1 Year	17.04	17.47	17.99	18.09
	2 Years	17.45	17.89	18.43	18.53
Health Care Aide/ Activity Aide (Certified) Personal Support Worker Program Therapist	Start	14.34	14.70	15.14	15.24
	1 Year	14.76	15.13	15.58	15.68
	2 Years	15.20	15.58	16.05	16.15
Nurse's Aide/ Activity Aide (Uncertified)	Start	14.17	14.52	14.96	15.06
	1 Year	14.61	14.97	15.42	15.52
	2 Years	15.05	15.43	15.89	15.99
Guest Attendant (Retirement)	Start	13.96	14.31	14.74	14.84
	1 Year	14.44	14.80	15.24	15.34
	2 Years	14.85	15.22	15.68	15.78
Dietary Aide/ Laundry	Start	14.00	14.35	14.78	14.88
	1 Year	14.44	14.80	15.24	15.34
	2 Years	14.85	15.22	15.68	15.78
Cook I	Start	15.59	15.98	16.46	16.56
	1 Year	15.94	16.34	16.83	16.93
	2 Years	16.37	16.78	17.28	17.38
Cook II	Start	14.85	15.22	15.68	15.78
	1 Year	15.31	15.69	16.16	16.26
	2 Years	15.75	16.14	16.62	16.72
Maintenance	Start	16.02	16.42	16.91	17.01
	1 Year	16.42	16.83	17.34	17.44
	2 Years	16.83	17.25	17.77	17.87

Clerk	Start	12.51	12.82	13.21	13.31
Typist/	1 Year	13.22	13.55	13.96	14.06
Receptionist	2 Years	14.71	15.08	15.53	15.63

*Note" The above wage rates include \$1.195 pay equity.

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, Hours of Work and Call-in

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

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

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
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada 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.

DATED this 26 day of September, 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

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D. Donat DON

Gene Senorow

Jennifer Biso

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 24 - Sick Leave

Article 22 - Health and Insurance Benefits (but not Pension Plan)

Article 18 - Uniform Allowance

Article 17.02 - Shift Premiums

Article 25.05 - 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. Call-In

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

9. SCHEDULE "A"

EFFECTIVE JUNE 1, 1999

		June 1/01	June 1/02	June 1/03	**Feb. 1/04
Clerk	Start	12.08	12.38	12.75	12.85
Receptionist	1 Year	12.76	13.08	13.47	13.57
(Typist*)	2 Years	14.25	14.61	15.04	15.14
Receptionist	Start	11.49	11.78	12.13	12.23
	1 Year	12.18	12.48	12.86	12.96
	2 Years	13.67	14.02	14.44	14.54

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

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

**The above rates include \$1.195 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** *26* day of *September* 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Cheryl

O'Rourke

Gene Kennerly

Jennifer Bria

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

Dated this 26 day of September 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Chalf

Without DON

Dave Lemmon

Jennifer Biss

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 26 day of September 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

Chalf

Donna DON

Gene Lemmon

Jennifer Bio

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 *26* day of *September* 2001 .

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Chaly

D. Rowan DOW

Jane Benson

Jennifer Biso

LETTER OF UNDERSTANDING

BETWEEN

THE O'NEILL CENTRE

AND

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

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

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

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

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

DATED this 26 day of September, 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

[Signature]

D. Chouinard DON

James Lenson

Jennifer Bird

Pay Equity Agreement

Between

Service Employees International Union
Locals 183, 204, 210, 220, 268 and 532
("the Union")

and

The Participating Nursing Homes
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)
("The Employers")

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the employers minimum obligation by 2%, carries forward and captures **the obligations up to** and including the expiry dates of **the** prior collective agreements.

The adjustments in the memorandum of Settlement dated December 18, 2000 resolve all current outstanding issue **of** Pay Equity and the obligations under the Proxy pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated on December 18, 2000. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Agreement renewal date in 2004 - 10 cents per hour
Agreement renewal date in 2005 - 10 cents per hour
Agreement renewal date in 2006 - 10 cents per hour

This provision shall not prejudice the right **of** the Union to negotiate and proceed to Mediation and Arbitration for the period(s) following the expiry of the agreements negotiated on December 18, 2000.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

Dated this 26 day of September 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Chalf

Don

Jane Lennon

Jennifer Baro

LETTER OF UNDERSTANDING

Between

Service Employees International Union
Locals 183, 204, 210, 220, 268 and 532
("the Union")

and

The Participating Nursing Homes
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)
("The Employers")

The Union will pursue its legal action against the government for funding of the pay equity increases.

Dated this 26 day of September 2001.

THE O'NEILL CENTRE

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

Paul

Donna

Gene Hannon

Jennifer Bio

LETTER OF UNDERSTANDING

Between

The O'Neill Centre

And

Service Employees International Union, Local 204

Further to our meeting of November 16, 2000 regarding Local Issues, the parties during these discussions agreed to trail the following changes:

1. Programs is considered a separate department for scheduling as well as vacation time.
2. There will be a revision of the vacation policy to allow for vacation time at Christmas for two (2) nursing staff and one (1) person from each other department. This time shall be granted on a rotating seniority basis as per the collective agreement.
3. There will be a trial of the vacation policy in the year 2001-2002 to include another sign up for winter vacation by August 30 through vacation requests. The amended vacation schedule **will** reflect these applications by October 1st. The winter vacation schedule will not be based on seniority, but on first come first served basis. Any vacation requests that apply to the winter vacation schedule, that are requested and scheduled prior to March 15 will not be changed.
4. The parties agree to meet in one year from signing to review and assess the above changes.

LETTER OF UNDERSTANDING

Between

The O'Neill Centre

And


Service Employees International Union, Local 204

Further to our meeting on November 16, 2000 regarding Local issues, the parties during these discussions agreed to trial the following changes.

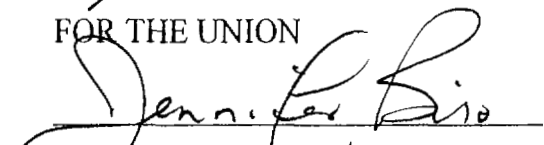
1. Programs is considered a separate department for scheduling as well as vacation time.
2. There will be a revision of the vacation policy to allow for vacation time at Christmas for two (2) nursing staff and one (1) person from each other department. This time shall be granted on a rotating seniority basis as per the collective agreement.
3. There will be a trial of the vacation policy in the year 2001-2002 to include another sign up for winter vacation by August 30 through vacation requests. The amended vacation schedule will reflect these applications by October 1st. The winter vacation schedule will not be based on seniority, but on a first come first served basis, Any vacation requests that apply to the winter vacation schedule, that are requested and scheduled prior to March 15 will not be changed,
4. The parties agree to meet in one year from signing to review and assess the above changes.

SIGNED THIS 16 day of January 2001

FOR THE EMPLOYER


Chalgr

FOR THE UNION


Jennifer Biso
Gene Senore