



_____ : _____ AGREEMENT

BETWEEN

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
A DIVISION OF DIVERSICARE VI LIMITED PARTNERSHIP**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

RECEIVED **PART-TIME BARGAINING UNIT**
JUN 14 2004

DATE OF EXPIRY: MARCH 31, 2000

109 46(02)

INDEX

ARTICLE 1 - PURPOSE	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - STRIKES AND LOCKOUTS.....	1
ARTICLE 4 -MANAGEMENT RIGHTS.....	2
ARTICLE 5 - UNION SECURITY	2
ARTICLE 6 - UNION COMMITTEE AND STEWARDS.....	3
ARTICLE 7 -GRIEVANCE PROCEDURE	4
ARTICLE 8 - DISCHARGE CASES.....	6
ARTICLE 9 - ARBITRATION.....	6
ARTICLE 10 - WITNESSES AND INSPECTION.....	7
ARTICLE 11 - PROBATIONARY EMPLOYEES.....	8
ARTICLE 12 - SENIORITY.....	8
ARTICLE 13 - LEAVE OF ABSENCE.....	12
ARTICLE 14 - BULLETIN BOARDS	14
ARTICLE 15 - HOURS OF WORK, OVERTIME, ETC.....	14
ARTICLE 16 - VACATION PAY	15
ARTICLE 17 - PAID HOLIDAYS.....	17
ARTICLE 18 - SICK LEAVE	18
ARTICLE 19 - HEALTH AND WELFARE	20
ARTICLE 20 - PRO-RATA BENEFITS.....	25
ARTICLE 21 - PREGNANCY & PARENTAL LEAVE	26
ARTICLE 22 - CLASSIFICATION AND WAGES.....	29
ARTICLE 23 - GENDER.....	29
ARTICLE 24 - UNIFORM ALLOWANCE	30
ARTICLE 25 -ACCIDENT PREVENTION- HEALTH AND SAFETY COMMITTEE	30
ARTICLE 26 - EMPLOYEE RECORDS.....	31
ARTICLE 27 - JOBSECURITY.....	31
ARTICLE 28 - JOBPOSTING	31
ARTICLE 29 - WORKPLACE SAFETY & INSURANCE BOARD.....	32
ARTICLE 30 - ERRORS ON PAYCHEQUES.....	34
ARTICLE 31 - COPIES OF DISKETTE.....	34
ARTICLE 32 - RETROACTIVITY	34
ARTICLE 33 - RENEWAL, AMENDMENT AND TERMINATION	35
SCHEDULE "A"	36

COLLECTIVE AGREEMENT

BETWEEN:

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
A DIVISION OF DIVERSICARE VI LIMITED PARTNERSHIP
(hereinafter referred to as the "Employer")
OF THE FIRST PART**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220, 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 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Employer and its employees, and to settle amicably differences or grievances which may arise from time to time hereunder in the manner hereinafter set out.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all of its' employees, of Chelsey Park Oxford at London, regularly employed for not more than twenty-four hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, and office staff.

ARTICLE 3 - STRIKES AND LOCKOUTS

3.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Labour Relations Act.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically abridged by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and, without limiting or restricting this right and function:
- a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the express provisions of this Agreement;
 - b) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided;
 - c) to generally manage the Nursing Home and, without restricting the generality of the foregoing, to determine the number and location of the Employer establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines and equipment to be used; to select, control and direct the use of all materials required in the operation of the Nursing Home; to schedule the work and services to be provided and performed and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Employer, the employees, the residents and the public.
- 4.02 A claim that a right in Section 4.01 has been exercised in a manner inconsistent with any part of this Agreement may be raised as a grievance.
- 4.03 It is agreed that prior to implementing new rules and regulations, the Employer will inform the Union Committee of such rules and regulations.

ARTICLE 5 - UNION SECURITY

- 5.01 Neither the Employer nor the Union will discriminate against any employee because of his membership or non-membership in the Union. It is recognized that membership in the Union is a voluntary act on the part of each employee in the bargaining unit.
- 5.02 The Employer, during the life of this Agreement, as a condition of employment, shall deduct each pay period from each employee in the bargaining unit, subject to the

provisions of paragraph 5.03 hereof, a sum equal to the Union dues as certified by the Service Employees International Union, Local 220. On the first occasion of a deduction the Employer will include with the foregoing the home address and classification of the employees from whom the deduction is made and all deductions shall be remitted to the Union along with a list of the employees who have completed the probationary period in the preceding month. The Employer shall provide the union office with any change of addresses when remitting the monthly dues. To meet this obligation, it is mandatory for employees to provide their current address to the Employer.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the operation of this Article.

- 5.03 Such deduction with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following one hundred and fifty (150) hours worked. This provision shall not be construed as a limitation or reduction in the length of the probationary period.
- 5.04 T-4 slips issued annually to employees shall show deductions made for Union dues.
- 5.05 It is mutually agreed that arrangements will be made for a representative from the Union to interview each new employee once during the first thirty (30) days of employment for the purpose of ascertaining if the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of persons listed for interview and place on the premises designated for such discussion, which will not exceed twenty (20) minutes. The time of the interview will be mutually agreeable. The new employees may be interviewed collectively.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

- 6.01 The Union shall have the right to appoint or otherwise select up to three (3) employees to act as stewards and to represent other employees in negotiations and to assist other employees in the presentation of any grievances they may have, if such assistance is requested. The Employer shall not be required to meet with more than two (2) stewards plus any full-time Union Representative in processing any grievance and more than three (3) stewards or employees plus any full-time Union Representative as a negotiation committee on any renewal of this Agreement.
- 6.02 The Union and the Employer acknowledge and agree that Stewards have regular duties to perform in connection with their employment. All such activities will be carried on outside regular working hours unless otherwise mutually agreed upon. There shall be no Union activity on Employer's time or on Employer's premises except that which is necessary for the processing of grievances and the administration

and enforcement of this Agreement. The Union Committee and the Employer will meet at times mutually agreed upon should either feel there is business for their consideration. Such meetings will be arranged as promptly as possible upon request of either party and will take place during working hours where possible. The party requesting such a meeting shall supply an agenda and the other party shall include its agenda items in its response.

The Union Committee and Stewards will first obtain her supervisor's permission, which shall not be unreasonably withheld, before undertaking any Union business. When such Union business has been completed, the Union Committee and Stewards will advise their supervisor.

- 6.03 The Union will advise the Employer in writing from time to time of the names of employees who act as Union representatives in any capacity. The Employer will advise the Union in writing from time to time as to the names of supervisory personnel.
- 6.04 a) Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with Representatives of the Employer before and after, but not during the conciliation process.
- b) A Steward, and where applicable, members of the Union committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his supervisor an opportunity to adjust his complaint.

If an employee has an unsettled complaint regarding the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the employee may take the matter up as a grievance within fourteen (14) calendar days after the circumstances which gave rise to the complaint occurred as follows:

Step No. 1

The written grievance, signed by the employee concerned will be presented by the employee, wherever possible, to her supervisor, whose decision shall be rendered in

writing within seven (7) calendar days following presentation of the grievance at this step.

Step No. 2

Failing settlement at Step No. 1, the grievance may be appealed in writing within seven (7) calendar days after the decision is given under Step No. 1, to the Administrator or his authorized deputy. The matter will then be discussed at a meeting between Employer representatives and the said committee, which meeting will be convened within seven (7) calendar days after the matter has been appealed to Step No. 2. The aggrieved may be present at such meeting if he desires or at the request of either party. The Employer representatives shall render a decision in writing within seven (7) calendar days after presentation at this Step.

Failing settlement at Step No. 2, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within thirty-five (35) calendar days after the decision has been given at Step No. 2, failing which the grievance will be considered to have been settled or abandoned.

7.02 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedures shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue from the complaint.

7.03 Any and **all** time limits fixed by this Article may at any time be extended by written agreement between the Employer and the Union.

7.04 All decisions arrived at between the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union and the employee or the employees concerned.

7.05 Where an employee is subject to a suspension, discharge penalty, or other disciplinary action which is to be recorded in the employee's personnel file, he shall be entitled upon his request to have a Steward or union committee person present when the disciplinary action is taken, provided that a Steward or a committee person is readily available to attend. It is the Employer's obligation to advise the employee of this entitlement. It is the employee's obligation to obtain such representation. To that

end, the union commits that Stewards will be reasonably available. It is understood that a Steward's availability is subject to their supervisor's ability to release them from their regular duties. A copy of any discipline will be provided to the union unless the employee specifies otherwise.

7.06 Group Grievance

Where two (2) or more employees have a grievance which raises the same issue, the grievance may be submitted at Step 2 within twenty-one (21) calendar days of the event giving rise to the grievance. The grievance shall be processed subject to all the remaining applicable provisions under the grievance procedure.

ARTICLE 8 - DISCHARGE CASES

- 8.01 A claim by an employee who has completed his probationary period (subject to Article 11.03) that he has been unjustly discharged from his employment will be treated as a special grievance, commencing at Step No. 2 of the grievance procedure, provided the discharged person submits his written grievance, dated and signed, within seven (7) calendar days after the discharge occurs.
- 8.02 Such special grievances may be settled by confirming the discharge or by reinstating the discharged person with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8.03 it is agreed that the Chairperson of the Union Committee or a Committee member will be informed of the discharge of any employee in the bargaining unit as soon as possible.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration as provided under Article 7, it shall make such request in writing addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within seven (7) calendar days thereafter the other party shall nominate an arbitrator provided, however, that if such other party fails to nominate an arbitrator as herein required and unless the time has been extended by mutual agreement between the two parties, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The ~~two~~ arbitrators so nominated shall confer immediately and shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such Chairman within a period of fourteen (14) calendar days after the nomination of the second arbitrator, they or either of them may then request the Labour Management Arbitration Commission for the Province of Ontario to appoint a Chairman.

- 9.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03 No matter may be submitted to arbitration which has not been carried through all previous steps of the Grievance Procedure.
- 9.04 Each of the parties hereto shall bear the expenses of the representatives appointed on its behalf and the parties hereto shall jointly bear the expense of the Chairman of the Board of Arbitration.
- 9.05 Any and all time limits referred to under the Grievance and Arbitration Procedures herein may at any time be extended by written agreement between the Employer and the Union.
- 9.06 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement.
- 9.07 In determining any discharge the Board of Arbitration shall have the authority to:
- a) affirm the Employer's action and dismiss the grievance;
 - b) set aside the penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
 - c) vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable.
- 9.08 Nothing in this agreement shall prevent the parties to this agreement from agreeing to a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator, then the cost of such arbitrator shall be shared equally by the parties.

Where there is mutual agreement, the parties may use the process of mediation/arbitration.

ARTICLE 10 - WITNESSES AND INSPECTION

- 10.01 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the

conferring parties or the arbitrator(s) to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 11 - PROBATIONARY EMPLOYEES

- 11.01 a) A new employee will be considered on probation until after he/she has completed three hundred and thirty-seven and one-half (337½) hours of work. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.
- b) An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the nursing home, but which action may be taken up as a grievance.

ARTICLE 12 - SENIORITY

- 12.01 a) Bargaining unit seniority of employees shall be recognized. A new employee shall be placed on his seniority list at the end of the probationary period and his respective seniority shall be dated back three hundred and thirty-seven and one-half (337½) hours worked. Seniority based on all hours worked from the date of last hire.
- b) The seniority list will be revised in January and July of each year, copies of which will be posted in the various departments and a copy supplied to the Chairperson and the union office.
- c) If there are no written complaints concerning the seniority list in the 6 months following its posting, the list shall be deemed to be accurate.
- 12.02 In cases of promotions, demotions or transfers within the various job classifications, the following factors will be considered:
- a) seniority
b) skill and ability.

Where more than one employee is qualified and willing to perform the available work, seniority will govern.

Where there are applicants from both the full time and part time bargaining units, and seniority is to be determinative, then the seniority of the applicants shall be compared on the basis of 1 year of full time seniority equalling 1800 hours of part time seniority,

with lesser amounts being pro-rated, and the seniority being that as of the date the posting closed.

12.03 **Layoff and Recall**

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

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

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

.03 **Lay-off Procedure**

a) In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

b) An employee who is subject to lay-off shall have the right to either:

- i) accept the lay-off; or
- ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

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

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

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

.04 Recall Rights

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 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 after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
 - f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

.05 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.

.06 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.

.07 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.

.08 Seniority Accrual

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

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

- a) voluntarily resigns, retires or is discharged for just cause; or

- b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or
- c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- d) is absent from work for more than twenty-four (24) months by reason of lay-off; or
- e) is absent from work for more than twenty-four (24) months by reason of absence while on W.S.I.B.

12.05 A part-time employee who becomes a full-time employee without interruption of her continuous service, shall be ranked on the full-time seniority list with credit for her part-time service on the basis of a formula that 1800 hours equals one year service. This credit applies to seniority and not to service. A full-time employee transferring to the part-time bargaining unit will be credited with seniority on the same formula.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 The Employer may grant leave of absence, in writing and without pay, to any employee for personal reasons.

13.02 a) The Employer shall grant leave of absence without pay or loss of seniority to not more than two (2) employees at any one time to attend Union conventions or Educational Sessions, provided that such leave does not interfere with efficient operation of the nursing home. Such leave must be applied for at least three (3) weeks in advance and all leaves for all employees shall not exceed thirty (30) working days per year. No leave shall be granted to employees to participate in another labour dispute and/or picketing other premises.

Employees on Union Leave of Absence will be paid for such leave by the Employer. The Employer will then forward a statement of such costs of the leave to the Local 220 Union Office. The Union will compensate the Employer for such costs within a reasonable period of time.

b) An employee who is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to two (2) years.

During such leaves of absence, salary and benefits shall be kept whole by the Home and the Union agrees to reimburse the Home for such salary and the Home's contribution to said benefits. The employee agrees to notify the

Home of the employee's intention to return to work within two (2) weeks following the termination of office for which the leave was granted. At the end of such leave, any employee hired or placed as a substitute for the employee on such absence, may be terminated or laid off by the Home as required, or may be transferred to the employee's previous position if the substitution was a transfer. An employee on leave of absence under this provision shall continue to accrue all rights and privileges under this Agreement.

it is understood that the intent of this article is that it shall apply only to one employee at a time at the workplace and that the Union shall provide adequate notice prior to an employee commencing a Union leave of absence.

13.03 **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 she 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.

13.04 **Bereavement leave**

- a) Upon the death of an employee's spouse, child, stepchild, mother, father, step-parents or legal guardian, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- b) Upon the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending 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 or 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.

ARTICLE 14 - BULLETIN BOARDS

14.01 A bulletin Board shall be available to the Union for the posting of Union notices. All such notices must be signed by a Union Committee member before posting.

ARTICLE 15 - HOURS OF WORK, OVERTIME, ETC.

15.01 Employees shall receive a paid thirty (30) minute rest period during each full shift and fifteen (15) minutes during each half shift effective at a time to be designated by the Employer.

15.02 Permanent part-time schedules for a two (2) week period shall be posted as far in advance as possible, but not later than fourteen (14) days prior to the implementation of the schedule.

15.03 The Union recognizes that the Employer's obligation to patients will make overtime work necessary from time to time. Therefore the employee is expected to co-operate with the Employer by working overtime when it is assigned.

15.04 Overtime shall be paid for all hours worked over seven and one-half (7½) in a shift and seventy-five (75) hours in a two (2) week pay period.

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

15.06 The Employer agrees that overtime work will be impartially distributed with a view to reasonable equalized working time among the members of the various departments

provided such action does not reduce the efficiency of the operation.

- 15.07 Employees shall report for work at their work station at their designated starting time, in proper work attire. An employee shall obtain permission from her supervisor before leaving prior to the normal quitting time.

An employee who is unable to report for work because of sickness or other reasonable cause shall be expected to notify his immediate supervisor at least four (4) hours before the start of the afternoon and night shifts and ~~two~~ **(2)** hours before the start of the day shift so that proper measures can be taken for replacement.

- 15.08 a) If an employee is called into work as a replacement for an absent employee, and
- b) the employee is called not more than one hour prior to the start of the absent employee's shift, and
- c) the employee reports for work not later than one hour after the absent employee's shift begins, and
- d) works at least five hours, then
- e) the employee will be paid for the full shift.

- 15.09 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7½ hours, notwithstanding the fact they have worked either 6½ hours or 8½ hours.

ARTICLE 16 - VACATION PAY

- 16.01 a) Employees covered by this Agreement shall receive a percentage of their gross earnings based on the formula one week vacation time = 2% of gross earnings, for the year ending June 30th. Such payment shall be made on the first pay date following June 30th.
- b) Effective in the 1999 vacation year and to be taken in the 1999 vacation year, employees who regularly work 66 hours or less bi-weekly shall receive vacation benefits for the vacation year as follows:

Total Hours as of June 30th

0 to less than 1800 hours worked

Vacation Entitlement

4% of gross earnings for the vacation year

Total Hours as of June 30th**Vacation Entitlement**

1800 to less than 5400 hours worked

2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year

5400 to less than 14,400 hours worked

3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year

14,400 but less than 27,000 hours

4 calendar weeks vacation with pay at 6% of gross earnings for the vacation year

27,000 hours but less than 45,000 hours

5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year

45,000 hours and over

calendar weeks' vacation with pay at 12% of gross earnings for the vacation year

c) For purposes of implementing the new vacation scheme the following principles shall apply:

- no employee to lose vacation entitlement;
- there shall be no recovery of any vacation pay from any employee who as of April 19, 1989, has already taken her vacation for 1989 and would be entitled to less vacation pay under the terms of this agreement than prior to April 19, 1989;
- employee who did not accrue based on hours before the transfer shall be placed on the new scheme based on 1 year = 1800 hours worked.

16.02 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.

16.03 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30th of the year following the year in which entitlement was earned.

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

The portion of the employee's vacation which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.

- 16.05 Where an employee is on sick leave immediately prior to the commencement of the scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of the illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee's vacation shall be rescheduled after all other "first" vacation periods have been granted.
- 16.06 Employees must use not less than two (2) weeks of vacation as time *off*, and the Employer reserves the right to schedule such vacation before the end of the vacation year, where the employee has not scheduled their vacation. An employee may waive the balance of their vacation, and the Employer will not schedule the employee except as requested. Any vacation time off not used by the June 30 date following the June 30 date on which it was credited is lost.

ARTICLE 17 - PAID HOLIDAYS

- 17.01 For employees who have completed their probationary period and who regularly work more than 66 hours bi-weekly, the Employer shall recognize the following days as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Remembrance Day
Heritage Day (3rd Monday in February)	

- 17.02 Employees will be paid in accordance to the Employment Standards Act for the above-mentioned eleven (11) paid holidays, and in accordance with Article 19, Pro-Rata Benefits.
- 17.03 In order to qualify for a paid holiday, an employee must work at least ten (10) days during any twenty-eight (28) day period. If an employee has met the qualifiers for statutory holiday, they are deemed to have qualified for lieu day(s) pay.
- 17.04 When an employee is scheduled to work the weekend immediately prior to or immediately following a paid holiday, the Employer shall endeavour to schedule the part time employee to work the holiday as well.

ARTICLE 18 - SICK LEAVE

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

- (a)
 1. Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eight (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3% of salary).
 2. Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
 3. Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
 4. Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees Home.
 - 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 enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.
 - d) Notwithstanding(c) above;
 - i) an employee who averages over sixty-six (66) hours paid

in any six month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.

- ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting.
- iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately period, may enrol at the commencement of the next sign up period, without evidence of insurability.

5. **Full-time/Part-time Sick leave Transfers**

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with the provisions of this Agreement.

- (a) The right to sick pay shall cease upon notice of termination of employment.
- (b) Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- (c) The Employer may require that an employee absenting himself on account of personal illness shall, prior to receiving pay for such absent day(s) furnish a Medical Certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to personal illness.

18.02 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.

18.03 If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside

OHIP, the employer will pay for the certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 19 - HEALTH AND WELFARE

19.01 All health and insurance benefits premium costs paid by the employer shall prorate in accordance with the proration formula as set out in Article 20, Pro-Rata Benefits. Subject to Article 20, the employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours biweekly (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions:

- a) The Employer shall pay 100% of the billed rate of OHIP for all employees electing coverage.
- b) The Employer shall pay 100% of the billed rate of the Group Life Insurance Plan in the amount of \$20,000.00 term life insurance.
- c) Effective June 15, 1987, the Employer shall pay 100% of the billed rate of a 10/20 deductible Extended Health Care Plan. In addition, within the extended health care plan there shall be provision for eye glasses to a maximum of \$90.00 per person in each consecutive two (2) year period and hearing aids prescribed by an Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person.

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.

- d) Effective May 1, 1989, and subject to the terms and conditions of the applicable plans, eligible employees who have so elected shall be entitled to participate in a semi-private hospitalization. The Employer shall contribute 100% of the billed premium on behalf of eligible participating employees under the Plan.
- e) Effective the first month following satisfaction of enrolment requirement and subject to requirements of the carrier:
 - i) Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross Plan #9) based on the current ODA fee schedule.

- ii) The Employer shall contribute fifty percent (50%) of the billed premium on behalf of eligible, participating employees under the Plan in the employment of the Employer.

f) **UIC Rebate**

Effective June 1, 1997, the employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

19.02 Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in January and July each year.

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- a) Life - when coverage approved.
- b) Dental - *\$200.00 maximum benefit/covered person.
- c) EHC
 - i) Drugs - *\$150.00 maximum benefit/covered person.
 - ii) Vision and Hearing Aides - no benefit during first six (6) months.

* During first twelve (12) months of coverage.

19.03 The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth.

The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.

19.04 **Maintenance of Benefits**

The Employer will continue, as if an employee were at work, benefits as herein provided, relating to sick leave, vacations, and health and welfare programs, while an employee is either:

- a) on sick leave, until accumulated sick leave credits have been paid in full or for six months, whichever is greater; or
- b) receiving Workplace Safety and Insurance Board benefits, effective January 1, 1999, for an absence of up to 12 months. This change shall not apply to any

employees absent on Workplace Safety and Insurance Board benefits on that date.

19.05 **Effect of Absence**

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

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the maternity/adoption provisions, credit for service for purpose of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the period that exceeds thirty (30) days; 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 she is participating for the period of the absence. An employee on maternity/adoption leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous accumulated service will be preserved.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during maternity/adoption leave or for a period of one (1) year if an employee's absence is due to an injury within the Nursing Home resulting in Workplace Safety and Insurance Board benefits.
- (d) Where an employee is laid off for not more than thirty (30) continuous days, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all employee benefits will continue for the period not exceeding thirty (30) days.

19.06 **The Nursing Homes and Related Industries Pension Plan**

"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.

19.07 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.

19.08 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.

19.09 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 toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the 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 amounts specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

19.10 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided by the Employer 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 the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or 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 requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 20.10 of the agreement are:

A. To be Provided Once Only at Plan Commencement

Date of Hire
 Date of Birth
 Date of First Remittance
 Seniority List (for purpose of calculations past service credit)

B. To be Provided with each Remittance

Name
 Social Insurance Number
 Monthly Remittance
 Pensionable Earnings

C. To be Provided Once, and if status Changes

Address to be provided to the Home
 Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
 Marital Status

ARTICLE 20 - PRO-RATA BENEFITS

20.01 Pro-Ration Formula

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

The calculation of pro-ration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by 975 and then multiplying by 100.

The predetermined six month period shall coincide with the posting of the seniority list.

Hours paid in calculating pro-ration formula will include W.S.I.B. and W.I.

When an employee is on:

- a) Maternity leave;
- b) Adoption leave;
- c) Approved leave of absence in excess of thirty (30) continuous calendar days;

pro-ration upon return, shall be based on % in effect prior to commencement of leave.

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

- a) Holiday Pay - based on pro-ration formula (based on hours regularly worked - 4 hour shift = 4 hours pay).
- b) Vacation Pay - percentage of earnings.

20.03 New Hires

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

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

ARTICLE 21 - PREGNANCY & PARENTAL LEAVE

21.01 Pregnancy & Parental Leave

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

21.02 Pregnancy Leave

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

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

- (b) Pregnancy leave shall be granted as a right.
- (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 21.10: Parental Leave.

- (d) Notwithstanding article 21.02 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective January 1, 1992 and upon confirmation of the SUB Plan by the Employment insurance Commission, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of employment insurance benefits. In any week, the total amount of SUB

payments and the weekly rate of U.I. benefits will not exceed 75% of the employee's normal weekly earnings.

Such payment shall commence after the ~~two~~ week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

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

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

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

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

- 21.03 An employee who does not apply for leave of absence under Article 21.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 21.02 (a) upon providing the Employer, before the expiry of ~~two~~ (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 21.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 21.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- 21.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 21.05.
- 21.07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 21.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 21.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 21.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

21.10 Parental leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen weeks (18) after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 21.10 Parental Leave, the provisions under 21.01, 21.04, 21.05, 21.06, 21.07, 21.08, and 21.09 shall also apply.

ARTICLE 22 - CLASSIFICATION AND WAGES

22.01 The Employer will classify employees and will pay hourly rates in accordance with Appendix "A" attached which forms part of this Agreement.

22.02 The Employer agrees that employees will be paid every two weeks.

22.03 When a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for the new classification and notify the local Union. If the Union challenges the rate it shall have the right to request a meeting with the Employer within ten (10) days after receipt of notice from the Employer and endeavour to negotiate a mutually satisfactory rate for the new classification. Any change in rate shall be adjusted retroactively to the date that the new classification was first filled.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration in line with the terms of this Collective Agreement, within fifteen (15) days of the above meeting. The decision of the arbitration board shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such position and shall be retroactive to the date that the new classification was first filled.

22.04 Progression through the wage grid, (Schedule "A"), will be in accordance with length of service in a classification.

22.05 When the employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive \$3.00 per shift.

ARTICLE 23 - GENDER

23.01 Where used in this Agreement and where applicable, the female pronoun shall be deemed to include the male pronoun.

ARTICLE 24 - UNIFORM ALLOWANCE

24.01 Effective February 1, 1999, the Employer agrees to pay a uniform allowance of four dollars and fifty cents (\$4.50) for part-time employees per month, when required by the Employer to wear same.

ARTICLE 25 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 25.01 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.
- 25.02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union, The Union agrees to limit representation from the full-time and part-time bargaining units ~~to~~ one (1) joint representative which may be increased by mutual agreement of the parties.
- 25.03 Two (2) representatives of the joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 25.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workplace Safety and Insurance Board may decide to disclose.
- 25.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

25.06 Residents Having Serious Infectious Diseases

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

ARTICLE 26 – EMPLOYEE RECORDS

26.01 An employee shall upon written request have an opportunity to view his or her personal file in the presence of his or her supervisor. The information the employee may review will be:

- 1) Application form
- 2) Written warnings and evaluations
- 3) Incident reports
- 4) Medical file
- 5) All disciplinary notations
- 6) All counsellings

26.02 Records of disciplinary action will be removed from an employee's personnel record files after eighteen (18) months from the date of discipline except in the case of incident(s) involving third party interface (e.g. residents and families) where the record(s) will remain on file.

26.03 It shall be the duty of employees to notify the Employer promptly of any change in their address. If an employee should fail to do this, the Employer will not be responsible for failure of any notice to reach the employee concerned.

ARTICLE 27 - JOB SECURITY**27.01 Work of the Bargaining Unit**

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 layoff or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 28 - JOB POSTING

28.01 Where full-time vacancies are posted and not filled from within the full-time bargaining unit, part-time employees will be considered in line with Article 12.02 of the Agreement, prior to persons not employed by the Home.

- 28.02 Where a full-time bargaining unit employee is absent from work on an approved leave of absence, which includes maternity adoption leave and Workplace Safety and Insurance Board benefits, the Employer shall post as a temporary full-time position for the duration of the leave of absence. This position shall be filled in accordance with Article 12.02 of the Collective Agreement. The employee will continue to be covered under the part-time Collective Agreement. It is expressly understood that the employer is not required to post a vacancy if it determines within its normal management right that the hours will not be replaced.
- 28.03 The Employer shall post all permanent vacancies for classifications listed on Schedule "A" and for new positions which fall under the scope of this collective agreement. The posting will include the classification, shift and start rate and will remain on the bulletin board for a period of seven (7) days in order to give eligible employees an opportunity to bid for the position. Employee selection for the position will be in accordance with Article 12.02 of this Agreement.
- 28.04 Successful applicants will be on trial in the new position for a period of 337½ working hours. Following such trial period the position will become permanent unless during the period:
- i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - ii) the Employer feels that the employee is not suitable for the position and requires that she return to her former position.
- 28.05 The Employer agrees to post the name of the successful applicant for each position and a copy will be given to a Union Committee person.

ARTICLE 29 –WORKPLACE SAFETY AND INSURANCE BOARD

- 29.01 Where an employee is absent due to illness or injury which is compensable by the Workplace Safety and Insurance Board, the following shall apply:
- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by the Workplace Safety and Insurance Board.
 - (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety and Insurance Board benefits shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

- 29.02 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.
- 29.03 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 28 of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.
- 29.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 12 and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- 29.05 (a) If a full time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to two (2) full years mentioned in Article 29:04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 12. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).
- 29.06 if, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that 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.
- 29.07 **Workplace Safety and Insurance Board Challenge**
In the event that the employer challenges a Workplace Safety and Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one (1) complete pay period may

apply to the Employer for payment equivalent to the lesser of the benefit she would receive from the Workplace Safety and Insurance Board if her claim was approved, or the benefit to which she would be entitled under this sick leave plan, Article 18. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 18. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 30 - ERRORS ON PAYCHEQUES

- 30.01 If the Employer underpays an employee in error, the Employer shall adjust the error within three (3) business days, if it is in excess of one (1) day's pay; if less than a day's pay, the error shall be adjusted in the next pay.
- 30.02 If the Employer makes an error in an employee's favour of any amount, the overpayment will be deducted on the next pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed over the following three (3) pay periods, unless the employee requests that it be taken in the first pay period.

ARTICLE 31 - COPIES OF DISKETTE

- 31.01 The Union will provide the Employer with a copy of the collective agreement on a computer diskette.

ARTICLE 32 - RETROACTIVITY

- 32.01 a) The increases to the wages shall be effective April 1, 1998 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from their date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment to their remuneration. Such employees shall have a period of sixty (60) days only, from date of posting by the Employer in which to claim any adjustment to their remuneration.
- b) All retroactive payments will be made by direct deposit and an individual fully itemized statement will be provided to each employee within sixty (60) days of the date of ratification or Award for all present employees.

- c) If the Employer has not paid the retroactive payments to present employees within (60) days of the date of this Award interest shall be paid at the current bank rate on the total amount of the retroactive payment.

ARTICLE 33 - RENEWAL, AMENDMENT AND TERMINATION

33.01 (a) This Agreement, which supersedes any previous agreements, express or implied, shall continue in effect until March 31, 2000 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

- (b) All retroactive payments will be made by direct deposit and an individual fully itemized statement will be provided to each employee within sixty (60) days of the date of ratification or Award for all present employees.

33.02 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.

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

SIGNED at _____, Ontario, this _____ day of _____ 1999.

FOR THE EMPLOYER

FOR THE UNION

**CHELSEY PARK RETIREMENT COMMUNITY
(NURSING HOME) AND SEIU, LOCAL 220**

Position	Effective	Start	45 Days	1 Year	2 Years
Dietary/Laundry/ Housekeeping	April 1/98	12.65	12.97	13.35	13.56
	Pay Equity	13.095	13.415	13.795	14.005
	April 1/99	13.226	13.549	13.933	14.145
Nurse Aide	April 1/98	12.71	12.97	13.52	13.72
	Pay Equity	13.155	13.415	13.965	14.165
	April 1/99	13.287	13.549	14.105	14.307
Maintenance	April 1/98	13.12	13.40	13.79	13.92
	Pay Equity	13.565	13.845	14.235	14.365
	April 1/99	13.700	13.983	14.377	14.509
Cook II	April 1/98	13.43	13.71	14.10	14.78
	Pay Equity	13.875	14.155	14.545	15.225
	April 1/99	14.014	14.300	14.690	15.377
Cook I	April 1/98	13.96	14.22	14.60	15.29
	Pay Equity	14.405	14.665	14.045	15.735
	April 1/99	14.549	14.812	14.195	15.892
RPN	April 1/98	14.38	14.71	14.98	15.22
	Pay Equity	14.825	15.155	15.425	15.665
	April 1/99	14.973	15.307	15.579	15.822
*Recreational Workers	April 1/98	12.71	12.97	13.52	13.72
	Pay Equity	13.155	13.415	13.965	14.165
	April 1/99	13.287	13.549	14.105	14.307
*Horticultural Therapist	April 1/98	12.71	12.97	13.52	13.72
	Pay Equity	13.155	13.415	13.965	14.165
	April 1/99	13.287	13.549	14.105	14.307

* A Recreational Worker who holds a diploma or other certificate from a recognized post secondary institution in recreation or a related discipline such incumbent shall receive an additional 15 cents per hour to be incorporated into the hourly rate.

* A Horticultural Therapist who holds a diploma or other certificate from a recognized post secondary institution in horticulture or a related discipline shall receive an additional 15 cents per hour to be incorporated into the hourly rate.

* A Restorative Aide and Physio Aide **who** holds a diploma or other certificate from a recognized post secondary institution in recreation or a related discipline such incumbent shall receive an additional 15 cents per hour effective Jan. 14, 1999 over the Nurse Aide rate, to be incorporated into the hourly rate.

1. These wage rates incorporate the pay equity adjustment of **79.5** cents as agreed to by the parties July 27, 1998.

There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and holiday pay except as otherwise provided under the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN

CHELSEY PARK OXFORD

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
SEIU, AFL, CIO, CLC**

RE: UNION LEAVE OF ABSENCE PART-TIME AND FULL-TIME

The total number of part-time and full-time employees off at any one time on Union Leave of Absence will not exceed five (5), and shall not exceed three (3) full-time or part-time.

The total number of part-time and full-time employees from the Nursing Department on Union Leave of Absence on any one weekend shall not exceed three (3) and shall not exceed two (2) from any other department.

SIGNED at _____, Ontario, this ____ day of _____, 1999.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

CHELSEY PARK OXFORD

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 220, SEIU, AFL, CIO, CLC**

RE: VIOLENCE IN THE WORKPLACE

The parties agree that during the life of this collective agreement, they will meet and discuss their mutual concerns regarding the issues of violence in the work place.

The objective of these meetings is to identify the problem, and determine ways and means by which any such potential violence could be eliminated.

DATED this _____ day of _____, 1999.

FOR THE EMPLOYER

FOR THE UNION

40

LETTER OF UNDERSTANDING

BETWEEN

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
("the Union")**

Re: Pension

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

DATED AT _____, this ____ day _____, 19__ ,

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
("the Union")**

CMI REVIEW

The Employer agrees to meet with the Union as part of the Labour/Management process to:

- i) review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- ii) review the importance of charting and charting results on the CMI and CMM;
- iii) review the annual CMI results and to discuss the implications (if any) of a changed CMI; and
- iv) identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective agreement.

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

Dated this _____ day of _____, 1999.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

**CHELSEY PARK RETIREMENT COMMUNITY - NURSING HOME
("the Employer")**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
("the Union")**

The employee's current sick credits as of August 1, 1997 minus the 14 days, (if available) to be used under the WI system, will be frozen at their current dollar amounts following the wage adjustments made prior to August 1, 1997.

The frozen sick leave bank can be used to top up sick days which are otherwise not fully paid (including days paid under the new WI plan) to a normal day's pay.

Those employees with less than 14 days in their sick leave bank as at August 1, 1997 (or date of implementation if earlier) will start the new sick leave plan with those pre-existing days in their new sick leave bank.

DATED AT _____, this ____ day _____, 19__ ,

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220

AND

CHELSEY PARK RETIREMENT COMMUNITY (Nursing Home)

RE: SICK LEAVE AND ABSENTEEISM

The parties acknowledge:

Part I

An employee who is scheduled to work has an obligation to attend work.

- ◆ A personal illness, or disability, or injury, which prevents attendance at work is a legitimate reason for absence from work.
- ◆ In such circumstances, the Employee is entitled to claim indemnification for lost wages, to the extent of, and in accordance with, the provisions of the Collective Agreement.
- ◆ In any other circumstances, a claim that personal illness, or disability, or injury, prevents attendance at work, whether accompanied by a claim for indemnification, is unacceptable. Such a claim may create cause for discipline or discharge.
- ◆ Such discipline or discharge may be subject to the grievance and arbitration provisions of this Collective Agreement.

Part II

Certain conditions are disabilities within the meaning of the Ontario Human Rights Code.

- ◆ There is a duty on the parties to accommodate disabilities.
- ◆ There is an obligation on employees without disabilities to assist and support disabled employees.
- ◆ There is an obligation on the disabled employee to co-operate with an accommodation so as to facilitate a return to active employment.
- ◆ The parties will provide ongoing support for employees whose addictions become disabilities, subject to the employee's commitment to overcoming their addictions.

PART III

Absenteeism is always a concern, but chronic short term absenteeism, even if for legitimate reasons, is a particular concern.

- ◆ Short term absenteeism involves absences of less than eight (8) consecutive calendar days duration, and regardless the reason for the absence.
- ◆ The Employer will monitor such absenteeism on a consistent basis.
- ◆ Employees who are chronically absent on a short term basis will be counselled, and alerted to the potential outcomes. The counselling will be confirmed by letter. A copy of the letter will be forwarded to the Union.
- ◆ No employee will be terminated for chronic short term absenteeism unless:
 - ◆ the employee's short term absenteeism exceeds a reasonable standard, and
 - ◆ the employee has been warned termination may occur, and
 - ◆ the employee's short term absenteeism is chronic, that is, it has been measured over a 12 consecutive calendar month period.

Such termination may be subject to the grievance and arbitration provisions of the Collective Agreement.

PART IV

Absenteeism is a matter of mutual concern.

- ◆ The parties will co-operate in educating employees on the implications of absenteeism, and the subjects contained in this letter.
- ◆ The parties will individually and jointly take a pro-active approach to minimizing absenteeism.
- ◆ Any aspect of absenteeism is a legitimate matter for discussion at any Labour/Management Committee. On an annual basis, there will be a special Labour/Management meeting to discuss the issue, and any concerns.

Dated this _____ ay of _____ 1999.

FOR THE EMPLOYER

FOR THE UNION
