

1864 employees

Unit No. 176

COLLECTIVE AGREEMENT

BETWEEN

PARAGON HEALTH CARE INC.
O/A CASA VERDE HEALTH CENTRE
(NURSING HOME)
(HEREINAFTER CALLED THE EMPLOYER)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFFILIATED WITH THE S.E.I.U.
A.F. OF L., C.I.O., C.L.C.
(HEREINAFTER CALLED THE UNION)

FULL TIME BARGAINING UNIT
ADDENDUM PART TIME BARGAINING UNIT

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain 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 its employees in its Nursing Home in the City of Toronto, save and except registered nurses, physiotherapists, occupational therapists, program director, supervisors, foremen, persons above the rank of supervisors or foremen, office staff, persons regularly employed for not more than 22 hours per week and students employed during the school vacation period.

2.02 The Employer undertakes that it 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.

ARTICLE 3 - UNION SECURITY

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

(b) The Union and the Employer agree to abide by the Ontario Human Rights Code.

3.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall, as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union. Union dues shall

not be deducted from the sub plan payments and the Employer has no responsibility for the deduction of union dues while an employee is off on pregnancy and/or parental leave.

- (b) The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

3.03 Deductions shall be made upon completion of the probationary period from the first pay of each month and forwarded to the Union office on or before the last day of the month which deductions have been made, where practical.

3.04 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union within 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.

3.05 Union dues deduction will be shown on T4 slips.

ARTICLE 4 - CONTRACTING OUT, WORK OF THE BARGAINING UNIT AND JOB SECURITY

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

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

4.03 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 5 - NO STRIKES OR LOCK-OUTS

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

5.02 The words "**strike**" and "**lock-out**" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act of January 1, 1976, as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer, and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- (a) to determine and establish standards of performance, and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline and efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay-off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee 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 operation of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 (a) It is agreed that the Union will elect or otherwise select a Negotiating Committee consisting of three (3) employees, one of whom 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 future (successor) agreements up to the time of conciliation or arbitration proceedings.

(d) The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation 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.

7.02 The Employer will recognize a Union Administrative Committee which shall consist of a Chief Steward and three (3) stewards all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of the members of this Committee and shall be notified of any changes from

time to time. All members of the Committee shall be full time employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible, all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

7.04 The Employer recognizes that it is the function of stewards to investigate grievances and to present grievances as provided for in this Agreement. The Union agrees and understands that stewards are employed to perform full time work for the Employer and that they shall not leave their work during working hours except to perform their duties under the grievance procedure of this Agreement. Therefore, no steward shall leave his work without the permission of his supervisor. Providing the steward's absence does not unreasonably interfere with the efficient operations of the Employer, the Employer will compensate said steward at the rate of pay he would have received in performing work for the Employer.

7.05 Labour-Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply: **An** equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation and 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 a 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 committee only.

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

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

Step 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 date of submission.

Step 2. If further action is then to be taken, then within five (5) working days after the decision is given in Step 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 the SEIU Union Representative 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 3. Should the Administrator fail to render his decision as required in Step 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of the Agreement, including the question as to whether the matter is arbitrable, the grievance may be referred to arbitration either by the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step 2 is given, or within ten (10) working days following the meeting under Step 2 of the grievance procedure, 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 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 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.

8.04 Should two or more employees have a grievance of a similar nature, then it shall be processed as one grievance at Stage One of the grievance procedure and throughout the grievance procedure.

8.05 Records of Discipline

Records of disciplinary action will be removed from employees personnel files after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.

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

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

ARTICLE 9 - DISCHARGE GRIEVANCE

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

9.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer periods as may be mutually agreed upon) of the date the employee is notified of her discharge. A claim by an employee who has attained seniority, that she has been unjustly discharged from her 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 is notified of her discharge or 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 number 2 may be omitted in such cases.

9.03 If a discharge or suspension grievance goes to arbitration, the Board of Arbitration may:

- (a) confirm the Employer's action in dismissing or suspending the employee, or
- (b) reinstate the employee with full compensation for time lost, or
- (c) settle the grievance by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE 10 - EMPLOYER'S OR UNION GRIEVANCE

10.01 It is mutually agreed that either the Employer or the Union may bring forward at any time any grievance relating to the interpretation, administration, or alleged violation of this Agreement, and that such grievance shall be brought forward at Stage Two.

10.02 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.

10.03 Union 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 thereby be bypassed.

ARTICLE 11 - ARBITRATION

11.01 When either party request 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 recipient of the notice shall, within ten (10) days thereafter, designate its nominee to the Board of Arbitration. The two so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman, 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 to discuss the grievance submitted to them with a view to mutual settlement.

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

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

11.04 The Board of Arbitration shall have the authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

11.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman will govern.

11.06 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, and the Union and the employee(s) involved.

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

11.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to *any* part of the nursing home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the nursing home.

11.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator, as opposed to a tripartite board of arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to the sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration, the matter shall be determined by a sole arbitrator and failing such agreement, the regular arbitration procedure shall apply.

11.10 Grievance Mediation Process

(a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to 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 the Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to at Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 12 - PROBATIONARY PERIOD

12.01 A newly hired employee must successfully complete a probationary period of sixty days (60) worked or 450 hours worked which shall include any approved leaves of absence to a maximum of ten (10) working days, and also any day not worked but paid for by the Employer.

12.02 With the written consent of the Employer, the probationary employee and the Union, such probationary period may be extended.

Any extension agreed to will be in writing and will specify the length of the extension.

12.03 It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.

ARTICLE 13 - SENIORITY

13.01 The seniority of any employee who has completed the probationary period shall date sixty (60) working days prior to the date on which the employee completed her probationary period.

13.02 In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered. Where these factors are relatively equal, seniority shall govern, provided the employee can perform the work.

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

13.04 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 and not exceeding 30 continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

(c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/Workplace Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues her 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 thirty-six (36) months following the date of the injury.

13.05 Lay-off Notice

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

- (a) one weeks' notice in writing to the employee if her period of employment is less than one year;
- (b) two weeks' notice in writing to the employee if her period of employment is one year or more but less than three years;
- (c) three weeks' notice in writing to the employee if her period of employment is three years or more but less than four years;
- (d) four weeks' notice in writing to the employee if her period of employment is four years or more but less than five years;

- (e) five weeks' notice in writing to the employee if her period of employment is five years or more but less than six years;
- (f) six weeks' notice in writing to the employee if her period of employment is six years or more but less than seven years;
- (g) seven weeks' notice in writing to the employee if her period of employment is seven years or more but less than eight years;
- (h) eight weeks' notice in writing to the employee if her period of employment is eight years or more.
- (i) If her service is greater than 9 years - 9 weeks' notice
- (j) If her service is greater than 10 years - 10 weeks' notice
- (k) If her service is greater than 11 years - 11 weeks' notice
- (l) If her service is greater than 12 years - 12 weeks' notice

13.06 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 the job employees who have the ability and qualifications as required by law to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

- (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 her 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.

Note: This language only refers to the full-time and part-time bargaining units at Casa Verde Nursing Home.

- (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.

Note: For purposes of layoff 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 employees as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

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

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

13.07 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 her 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 her 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.

13.08 Benefits on Lay-off

In the event of a lay-off, provided the employee deposits with the Employer her share of insured benefits premium 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.

13.09 Severance Pay

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

ARTICLE 14 - SENIORITY LISTS

14.01 The Employer shall supply the Union and the Chief Steward with a set of seniority lists by departments in January and July of each year, showing the employees' names and their starting dates and accumulated seniority.

ARTICLE 15 - LOSS OF SENIORITY

15.01 **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;
- (b) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability;
- (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 for more than thirty-six (36) months as a result of layoff; or
- (e) is absent from work for more than thirty-six (36) months as a result of WSIB related leave.

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

15.03 **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.

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

ARTICLE 16 - PERMANENT TRANSFERS

- 16.01(a) If an employee is transferred or reclassified to a higher rated job group, she shall receive the higher of her present rate, or the starting rate of the job to which she 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 her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 6, the employee will receive the corresponding rate for the job group to which she was transferred.
- (c) 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.
- 16.02(a) A full-time employee covered by this Agreement, changing her status to that of a part-time employee shall retain her corporate seniority and her classification seniority. Upon entering into a part-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 part-time employees covered by this Agreement.
- (b) A part-time employee, changing her status to that of a full-time employee, covered by the full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status, she shall suffer no loss of basic wage rate and then will progress in seniority and wage rate increases in the same manner as other full-time employees covered by the full-time Agreement.
- (c) Sick leave benefits accumulated at the time of transfer shall remain to the credit of the employee but shall not be used except upon return to full-time status.

- (d) When an employee transfers from one unit to another (full-time to part-time; part-time to full-time) there shall be a three (3) month trial period to determine if the employee has the skill and ability to perform the new duties, at the end of which time the Employer may request that the employee return to her previous position. The employee shall have the right to request such return during the three-month period.
- (e) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

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

ARTICLE 17 - JOB POSTING

17.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) consecutive 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.

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.

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

17.03 If no applications are received by the end of the posting period, the Employer may start proceedings to secure applications for the vacancy from outside labour sources.

17.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability 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 required, the Employer reserves the right to immediately hire outside help.

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

17.06 When an employee transfers from one classification to another there shall be a three (3) month trial period to determine if the employee has the skill and ability to perform the new duties, at the end of which time the Employer may request that the employee return to her previous position. The employee may at any time during that three (3) months request to return to her previous position.

17.07 When an employee has successfully bid for a job transfer from one classification to another, no further bid may be made for a six (6) month period, unless specifically permitted by the Employer.

17.08 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Employer. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience and ability of the applicants. Where these factors are relatively equal, seniority shall govern, provided the employee can perform the work.

ARTICLE 18 - BULLETIN BOARDS

18.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union Notices one (1) bulletin board in such place so as to inform all employees in the

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

ARTICLE 19 - LEAVE OF ABSENCE

19.01 An employee may be granted leave of absence without pay for a period of time not to exceed two (2) months for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Except in emergencies, written applications for leave of absence must be made at least three (3) weeks in advance of such leave. Applicants when applying must indicate the date of departure and specify the date of return.

With Administrator's prior consent, a five (5) days leave of absence (unpaid) will be granted for employees who vacation outside of Canada.

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

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

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

19.05 To qualify for leave of absence as stipulated above the employee must have completed one year of employment with the Employer and it is expressly understood, no benefit, except as hereinafter provided, shall accrue to or be paid to any employee on leave of absence.

19.06 Where any leave of absence without pay exceeds four (4) weeks:

- (a) The Employer shall pay its share of any and all health and welfare benefits premium for the first four (4) weeks.

- (b) If leave of absence exceeds four (4) weeks, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the four (4) weeks leave of absence.
- (c) No employee will accrue any additional sick leave while on leave of absence.

19.07 Paid Educational Leave

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 her employment qualifications.

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

19.09 The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that he receives at least one month's notice in writing, unless impossible, and provided that such leave of absence 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 20 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

Pregnancy & Parental Leave

20.01 Preamble

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

20.02 Pregnancy Leave

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

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

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

Additional leave of absence may be taken under Article 20.09: Parental Leave.

- (d) Notwithstanding article 20.02(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, 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 unemployment insurance benefits.

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 seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her

last day worked prior to the commencement of the leave times her normal weekly hours.

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

20.03 **An** employee who does not apply for leave of absence under Article 20.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 20.02(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.

20.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act 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.

20.05 **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal 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.

20.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 20.05.

20.07 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.

20.08 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 20.09 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

20.09 Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of 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 purpose of parental leave under this Article 20.09 Parental Leave, the provisions under 20.01, 20.04, 20.05, 20.06, 20.07, and 20.08 shall also apply.

ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.01 The Employer shall grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business.

21.02 The Union must make its request 21 days prior to the commencement of the leave and the leave shall be granted only where it does not interfere with the efficient operation of the Nursing Home.

21.03 Employees on such leave of absence will be paid by the Employer which will be reimbursed by the Union for the amount paid to the employees. Time for such leave of absence shall not exceed a total of twenty (20) working days in any year and no more than two (2) employees from each department shall be permitted to be absent at any one time.

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

21.05 Absence on Union Leave

While on unpaid Union leave of up to 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).

ARTICLE 22 - BEREAVEMENT LEAVE

22.01 Upon the death of an employee's spouse, 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.

22.02 Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

22.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the day 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.

22.04 **An** employee shall be granted one (1) day Bereavement Leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

22.05 **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

ARTICLE 23 - JURY DUTY

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

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

ARTICLE 24 - HOURS OF WORK

24.01 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 days of work per week.

24.02 The regular work shift for full-time employees shall be seven and one-half (7 1/2) working hours per day, exclusive of meal periods. The seven and one-half (7 1/2) working hours per day will be worked within an eight (8) hour period.

24.03 Lunch or meal periods will be one-half hour uninterrupted except in case of emergency. Proper facilities will be provided for employees who bring their own lunch, and lockers will be provided.

24.04 Daylight Saving Time

During the changeover from Daylight Saving Time 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 25 - OVERTIME

25.01 Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half of the employee's regular rate of pay.

25.02 In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, such request for exchange must be made on the form provided and initialled by the Director of Care or the Administrator, provided that the Employer incurs no additional costs as a result of such shift changes.

25.03 If an employee is required to work an extra continuous full shift as overtime, a meal will be supplied during such shift, in addition to overtime rated pay. Where three (3) hours of overtime is worked, one (1) meal will be provided in addition to overtime rated pay.

25.04 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.

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

25.06 An employee who is absent on paid time during her scheduled work week because of sickness, WSIB, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of overtime rates.

ARTICLE 26 - WORK SCHEDULE

26.01 Work schedules covering a six (6) week period will be posted two (2) weeks in advance.

26.02 All full-time employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked.

26.03 Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 26.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

26.04 Employees shall have their preference of shifts in accordance with their seniority, the ability to perform the work and providing

there is a vacancy on the shift requested.

26.05 No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however, that the overtime rate of one and one-half (1 1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

26.06 Wherever possible, the Employer will arrange shift schedules such that all employees will receive one (1) weekend off in two (2), but will ensure a minimum of one (1) weekend off in three (3).

26.07 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).

26.08 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.

ARTICLE 27 - RELIEF PERIODS

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

ARTICLE 28 - MINIMUM REPORTING ALLOWANCE

28.01 If an employee reports for work at the regularly scheduled time for 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, at least two (2) hours in advance of the commencement of the shift, either orally or by message left at the employee's residence. It is the responsibility of every employee to have on file a telephone number at which she can be reached or a message left.

- (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.

28.02 Article 28.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire, power shortage and Act of God, nor shall it apply to employees returning to work without notice after absence.

ARTICLE 29 - CALL BACK AND CALL IN

29.01 When an employee is called back to work after leaving the Nursing Home premises upon completion of her shift, such employee will receive a minimum of three (3) hours pay at time and one-half (1 1/2) hours. 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.

- 29.02(a) "Call In" shall mean the calling in to work, at the Employer's request, of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half 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 four (4) 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 hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call in, then the Employer will guarantee a minimum of four (4) hours work.

ARTICLE 30 - PAY DAYS

30.01(a) The Employer agrees that wages will be paid bi-weekly on Thursday, during working hours. The normal pay period shall be Sunday to Saturday inclusive.

(b) Employees will be paid wages for each pay period, including any overtime or premium pay due the employee for such pay period, on the first Thursday after each pay period ends.

(c) The Employer shall provide all pay cheques or in the case of 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.

(d) In the event of an error in an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by 1 day's pay or more the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

30.02 Employees will be paid on a Thursday during working hours on the following basis:

(a) The night shift will be paid prior to completing the Friday a.m. shift.

(b) The day shift will be paid during the day shift worked on Thursday.

(c) The afternoon shift will be paid during their regular shift.

30.03 (a) Upon termination or lay-off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she was terminated or was laid off.

(b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

ARTICLE 31 - PAID HOLIDAYS

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

| | |
|--|---|
| New Years Day | Good Friday |
| Victoria Day | Labour Day |
| Canada Day | Thanksgiving Day |
| Civic Holiday | Remembrance Day |
| Boxing Day | Christmas Day |
| | Heritage Day (3rd Monday) in February) |
| Full-Time One (1) additional Float Day | |
| Part-Time add the employee's Birthday | |

(b) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of this Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employee who qualifies, shall be paid for any and all paid holidays which fall within the probationary period, at the rate of pay that was in effect when the holiday occurred.

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

31.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there not been a holiday, at her regular rate of pay.

31.04 In order to qualify for holiday pay, an employee must work her full scheduled shift immediately preceding and immediately following the holiday.

31.05 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 (1) days holiday pay during any one (1) period of illness.

31.06 **An** employee who is required to work on any of the foregoing designated holidays shall be paid at time and one-half the regular straight time hourly rate for all hours worked on such holiday. In

addition, at the employee's request, she may receive a lieu day off without loss of, or deduction from, regular earnings, such day to be granted within thirty (30) days after the date on which the holiday was observed, to be taken on a day to be arranged between the employee and the Nursing Home. If the employee does not receive a day off in lieu, the employee shall be paid at time and one-half her regular straight time hourly rate for all hours worked on such holiday, plus a regular day's pay at the regular straight time hourly rate in lieu of an additional day off. **An** employee who has met the qualifiers for a paid holiday is deemed to have qualified for lieu day pay.

An employee who is absent on any of the above-named holidays, after being required to work, forfeits all pay for that day unless absence is due to illness verified by a medical doctor's certificate in which case the employee will receive straight time pay for such holiday.

31.07 Any employee scheduled to work on a holiday, and who does not report to work, shall forfeit her 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 **31.04**.

31.08 If one of the above-named holidays occurs on an employee's regular day off, or during her 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. These options shall be at the discretion of the Employer.

31.09 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period shall receive paid holiday pay in accordance with Article 39 of this Agreement.

31.10 For clarification, a paid holiday will commence at 11 p.m. on the night preceding the holiday and end at **10:59** p.m. on the holiday.

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

ARTICLE 32 - VACATIONS

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

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

32.03 Vacation may be scheduled at any time mutually agreed upon throughout the year. No more than two (2) employees will be granted vacation between December 18th of any calendar year and January 18th of the following year and such granting shall be done on a rotating seniority basis.

32.04 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut off date. Employees shall not waive vacation and draw double pay.

32.05 Employees who have not completed their probationary period as of June 30th will receive four (4%) of gross earnings during the vacation year.

32.06 Employees who have completed their probationary period as of June 30th will be granted one (1) days vacation for each month of service to a maximum of nine (9) days. Vacation pay for such employees will be four percent (4%) of gross earnings or regular pay, whichever is greater.

- 32.07(a) Two (2) weeks at (4% of gross) after one (1) year of service.
- (b) Three (3) weeks at (6% of gross) after three (3) years of service.
- (c) Four (4) weeks at (8% of gross) after ten (10) years of service. Effective July 1, 1992 vacation year employees with 8 years of service shall receive 4 weeks vacation.
- (d) Five (5) weeks at (10% of gross) after fifteen (15) years of service effective 1991 vacation year.

- (e) Effective **1998** vacation year, six (6) weeks at (12% of gross) after twenty-five (**25**) years of service.

Vacation pay for employees who are regularly scheduled to work 75 hours bi-weekly, shall be paid as a percentage of total gross earnings or regular pay whichever is greater.

32.08 Employees who terminate their employment between vacation periods, shall on termination of employment be paid vacation 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.

32.09 Vacation pay will be paid to all employees entitled by separate cheque one month in advance of their vacation.

32.10 Vacation pay shall be paid on a separate cheque, with all deductions and proper amounts identified.

32.11 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient 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.

ARTICLE 33 - SICK LEAVE

33.01 Pay for sick leave is for the sole 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 WSIB shall not be charged against sick leave credits.
- (b) (i) Employees who have completed their probationary period will be credited with **3 3/4** sick leave days. All employees shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days for each full month of service.

(ii) Once these credits are earned they may be used when sickness forces the employee to remain at home from work. Sick leave credits used will be deducted from the total credits accumulated.

- (c) Sick leave credits will accumulate to a total of ninety (90) days.
- (d) **An** employee will not be entitled to payment for sick leave for the first day during the fifth (5th) and succeeding periods of absence from work on sick leave in any calendar year.

If on the fifth (5th) or succeeding illness, employees are off for one (1) day or more, then payment for sick leave shall commence on the second (2nd) day, and continue as long as credits are available.

- (e) Employees may be required to produce proof of sickness for any absence in the form of a medical certificate from a duly qualified medical practitioner.
- (f) When an employee is absent for ten (10) working days (consecutive) she shall forfeit one half of the sick leave accrual for the calendar month.
- (g) The Employer shall provide to each employee the sick leave bank information in July and January of each year.

33.02 Workplace Safety and Insurance Board Challenge

In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the Sick Leave provisions of Article 33. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by WSIB. If the claim for WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Sick Leave provisions of Article 33.

ARTICLE 34 - WORKPLACE SAFETY AND INSURANCE BOARD ("WSIB")

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

- (a) The Employer shall continue to pay premiums for all health and welfare benefits for employees on WSIB.
- (b) It is understood that the obligation of the Employer to pay the premiums for the aforesaid benefits while the employee is on WSIB shall continue for up to twenty-four (24) months following the date of injury.
- (c) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.

34.02 In the case of an absence of four (4) months or more, the Employer will post notice of the vacancy in accordance with the Job Posting procedure (Article 17) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.

34.03 If an employee returns to work within a twenty-four (24) month period 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 to the date of injury. This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.

34.04 Provided that an 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.

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

34.06 The Employer will pay the employee's wages for the day of the accident.

ARTICLE 35 - HEALTH AND WELFARE

35.01(a) The Employer will pay one hundred percent (100%) of premium for vision care. Effective July 1, 2001 maximum coverage \$120.00/24 months.

(b) The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium.

35.02 The Employer agrees to pay one hundred percent (100%) of the premium of the Blue Cross Extended Health Care 10/20 deductible, or equivalent plan.

35.03 The Employer agrees to pay one hundred percent (100%) of the premium for \$25,000 Life Insurance.

35.04(a) The Employer agrees to pay fifty percent (50%) of the premium of the Blue Cross Dental Plan #9.

(b) O.D.A. fee schedule to be maintained at a one-year lag.

35.05 The Employer will not change any insurance carrier without prior consultation and approval from the Union. Such approval will not be unreasonably withheld. The Employer will provide the Union with all necessary specifications of existing or proposed plans when requested.

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

Effective the first full month following receipt of notice of ratification, same sex spouse will be eligible to be a dependent for insured benefits.

35.07 Health and Welfare Benefit Grievance Procedure

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 limit, then the grievance shall be referred to a single arbitrator to be selected alternatively 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:

Reva Devins
Deena Baltman

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

- (g) the Arbitrator shall render a decision within 10 days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given;

- (h) the fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured;
- (i) this process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit;
- (j) The parties agree that the decision of an Arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights;
- (k) the decision of the Arbitrator shall not have any value as a precedent in a subsequent case;
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

35.08 The Nursing Homes and Related Industries Pension Plan

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

- .02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 4% (four percent) of applicable wages to the Plan. The Employer shall match such contributions, the amount being 4% (four percent) 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 any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

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

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

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

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

For further specificity, the items required for each eligible employee by Article 35.08 of the Agreement are:

(i) To Be Provided Only at Plan :

Social Insurance Number
Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for purposes of calculating
past service credit)

(ii) To be Provided with each Remittance

Name
Monthly remittance
Pensionable Earnings

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

Address as provided to the Nursing Home
Termination date when applicable

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

Gender
Marital Status

ARTICLE 36 - UNIFORM ALLOWANCE

36.01(a) The Employer agrees to pay, to all full time employees, a uniform allowance of \$130.00 per year, payable in one installment April 1, of each year for the year prior.

(b) The payment to permanent part-time employees will be pro-rated on the basis of Article 39.

ARTICLE 37 - RATES OF PAY AND PREMIUMS

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

37.02 Wage Progression

Employees within their position classification will progress from the probation rate to the "start rate" and so on, on the basis

of 1,950 hours worked at the probation rate to the "start 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 WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

37.03 New Classifications

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 Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Employer 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.

ARTICLE 38 - HEALTH AND SAFETY

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

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

38.03 Two representatives of the Joint Health and Safety Committee, one from management and one 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 by 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.

38.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries and such other data, as WSIB may decide to disclose.

38.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

38.06 The Employer will use its best effort 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 practise universal precautions in all circumstances.

38.07 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 39 - PRORATA BENEFITS

39.01 Proration Formula

For employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period, accrual and payment of all benefits including shared cost arrangements shall be on a prorata basis.

The proration percentage shall be determined by calculating the hours paid share of premiums benefits, and holiday pay as follows:

| Total Hours/Past 6 Months | % Entitlement |
|---------------------------|---------------|
| 1 - 584 | 25% |
| 585 - 676 | 50% |
| 677 - 871 | 75% |
| 872 - | 100% |

Each employee may use her entitlement to purchase any or all of the lump sum benefits, i.e. OHIP, Dental, Health/Vision, Life Insurance.

Hours paid in calculating proration formula will include WSIB and paid sick leave.

When an employee is on:

- (a) maternity leave
- (b) parental leave
- (c) approved leave of absence in excess of 30 continuous calendar days,

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

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-month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a 75 hours bi-weekly position. In this instance an employee who qualified will immediately receive entitlement up to 100% of the Employer's paid share of premiums and benefits.

39.02 Health and Welfare

All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the probation formula.

Employees may elect to enroll in any or all of the group insurance plan(s) at completion of probation. Employees who have elected to enroll in a particular plan may withdraw at any time. **An** employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval. Such late or re-enrolment shall occur only at the sign-up opportunity each year.

39.03 Uniform Allowance

Employees shall receive uniform allowance as per the proration formula.

39.04 Sick Leave

Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave 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.

39.05 Vacation

Employees who are regularly scheduled to work less than 75 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

| <u>Total Hours Worked as of June 30th</u> | <u>Vacation Entitlement</u> |
|---|---|
| 0 to less than 1800 hours worked | - 4% of gross earnings for the vacation year |
| 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 14400 worked | - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year |
| 14400 to less than 27000 hours worked | - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year |
| 27000 hours or more worked | - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year |

N.B. For purposes of implementing the new vacation scheme the following principles shall apply:

- No employee to lose vacation entitlement.
- 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.

39.06 Paid Holidays

An employee who does not work on a paid holiday will qualify for holiday pay as per the proration formula if the employee worked at least twelve (12) days in the twenty-eight (**28**) days preceding the holiday and worked the scheduled day before and after the holiday.

ARTICLE 40 - PRINTING

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

ARTICLE 41 - INTERPRETATION

41.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 42 - WORK OUTSIDE THE BARGAINING UNIT

- 42.01(a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee for a period in excess of 1/2 shift, the employee shall receive \$10.00 per shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of \$10.00 for each shift.
- (c) Where there is neither an RN nor a supervisory employee who is a registered nurse in the Home and there is an RPN in the Home, the above-noted allowance will apply to an RPN who is designated to be in charge of the Home.

- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

ARTICLE 43 - ORIENTATION OF NEW STAFF

43.01 Where it is not now practiced, the Employer will provide at least two (2) days of orientation for new staff.

ARTICLE 44 - SHIFT PREMIUM

44.01 All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight cents (\$0.28) for each hour worked on the afternoon or evening 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 hourly rate.

ARTICLE 45 - JOB SECURITY

45.01 So long as a full-time position exists, there shall be no splitting of that position into two or more part-time positions without agreement of the Union.

ARTICLE 46 - RETROACTIVE PAY

46.01(a) Retroactivity will be paid on a separate cheque for all hours paid by the Employer to all employees on the payroll as of the expiry date of the Agreement which is December 31, 2000 and to all new employees hired since that date, on the basis of the agreed wage rates. Retroactivity will be paid within thirty (30) days following notice of ratification.

- (b) If an employee shall have terminated her employment since the expiry date of the Agreement, the Employer shall advise the employee by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to her.

ARTICLE 47 - RENEWAL, AMENDMENT AND TERMINATION

47.01 This Agreement shall be effective from January 1st, 2001 and shall continue in effect until December 31, 2003 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

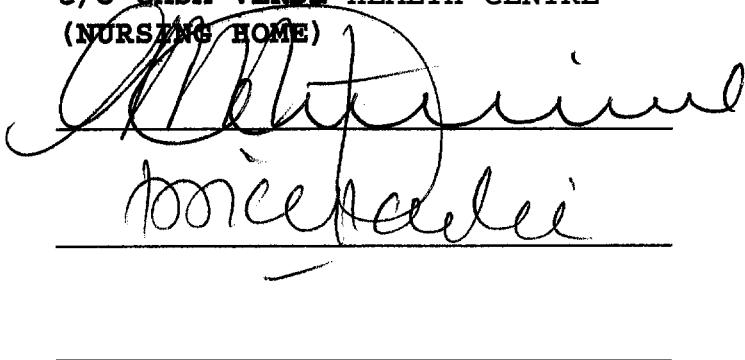
47.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

47.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under The Labour Relations Act, 1976 of the Province of Ontario, as amended, and The Hospital Labour Disputes Arbitration Act, 1970, as amended, whichever should first occur.

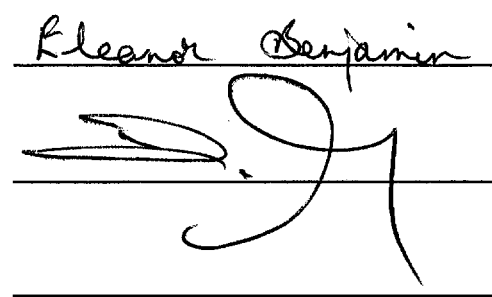
Martin Teplisky shall remain seized of any issues relating to the incorporation of this result into the Collective Agreement.

DATED this 15th day of October, 2002.

PARAGON HEALTH CARE INC.
c/o CASA VERDE HEALTH CENTRE
(NURSING HOME)



SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204



DM/ws

SCHEDULE "A"

| | | | | |
|----------------------|------------|------------|----------|----------|
| Wage Rates Effective | Jan.1,2001 | Jan.1,2002 | Jan.1/03 | Aug.1/03 |
| | 2.5% | 2.5% | 3% | 10 Cents |

cati

Housekeeping, Laundry and Dietary Aides

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 13.63 | 13.97 | 14.39 | 14.49 |
| Start | 14.00 | 14.35 | 14.78 | 14.88 |
| 1 Year | 14.38 | 14.74 | 15.18 | 15.28 |
| 2 Years | 14.83 | 15.20 | 15.66 | 15.76 |

Heavy Duty Housekeeping

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 13.74 | 14.08 | 14.50 | 14.60 |
| Start | 14.10 | 14.45 | 14.88 | 14.98 |
| 1 Year | 14.52 | 14.88 | 15.33 | 15.43 |
| 2 Years | 14.91 | 15.28 | 15.74 | 15.84 |

Nurses Aide, Program Aide (Uncertified)

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 13.80 | 14.15 | 14.57 | 14.67 |
| Start | 14.11 | 14.46 | 14.89 | 14.99 |
| 1 Year | 14.57 | 14.93 | 15.38 | 15.48 |
| 2 Years | 14.98 | 15.35 | 15.71 | 15.81 |

R.P.N.'s

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 17.17 | 17.60 | 18.13 | 18.23 |
| Start | 17.47 | 17.91 | 18.45 | 18.55 |
| 1 Year | 18.12 | 18.57 | 19.13 | 19.23 |
| 2 Years | 18.71 | 19.18 | 19.76 | 19.86 |

Maintenance

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 15.31 | 15.69 | 16.16 | 16.26 |
| Start | 15.57 | 15.96 | 16.44 | 16.54 |
| 1 Year | 16.06 | 16.46 | 16.95 | 17.05 |
| 2 Years | 16.48 | 16.89 | 17.40 | 17.50 |

| | | | | |
|----------------------|------------|------------|----------|----------|
| Wage Rates Effective | Jan.1,2001 | Jan.1,2002 | Jan.1/03 | Aug.1/03 |
| | 2.5% | 2.5% | 3% | 10 Cents |

Cook

| | | | | |
|-----------|-------|-------|--------------|-------|
| Probation | 14.40 | 14.76 | 15.20 | 15.30 |
| Start | 14.83 | 15.20 | 15.66 | 15.76 |
| 1 Year | 15.25 | 15.63 | 16.10 | 16.20 |
| 2 Years | 15.69 | 16.09 | 16.57 | 16.67 |

H.C.A./Program Aide (Certified)

| | | | | |
|-----------|-------|-------|-------|-------|
| Probation | 13.96 | 14.31 | 14.74 | 14.84 |
| Start | 14.29 | 14.65 | 15.09 | 15.19 |
| 1 Year | 14.73 | 15.10 | 15.55 | 15.65 |
| 2 Years | 15.12 | 15.50 | 15.97 | 16.07 |

Program Aides who hold a Health Care Aide Certificate or Recreation Certificate shall receive the same rate of pay as those employees in the Health Care Aide (HCA) classification.

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

Subject to prior Pay Equity Adjustments, forty (40) cents of the above-noted adjustments in this settlement are deemed to be pay equity adjustments.

It is understood and agreed by both parties that these wage increases include and conclude all pay equity obligations of the Employer under its Pay Equity Plans with the Union up to the end of this Collective Agreement. The parties will sign the attached Pay Equity Agreement.

SCHEDULE "B"

ADDENDUM TO AGREEMENT COVERING
PART-TIME BARGAINING UNIT EMPLOYEES

BETWEEN

PARAGON HEALTH CARE INC.
c/o CASA VERDE HEALTH CENTRE
(NURSING HOME)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

corporation

The Employer and the Union agree that all provisions of the Collective Agreement to which this Addendum is attached, shall be incorporated into the addendum and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their application to part-time employees.

The Employer and the Union agree that the following Articles of the Collective Agreement shall apply to part-time employees.

1. Scope & Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all its employees in its Nursing Home in the City of Toronto, save and except registered nurses, physiotherapists, occupational therapists, program director, supervisors, foremen, persons above the rank of supervisors or foremen, office staff and persons regularly employed for more than 22 1/2 hours per week.

2. Probationary Period

A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked or six (6) consecutive months, whichever comes first, which shall include any day not worked but paid for by the Employer.

3. Seniority

The seniority of a part-time employee who has completed the probationary period shall accrue from the last date of hire on the basis of **1800** hours equal one year of service.

13.05(b) Not applicable.

4. Leave of Absence

19.08 Not applicable.

5. Hours of Work

24.01 Not applicable.

24.02 Not applicable.

24.03 Not applicable.

6. Work Schedule

26.02 Not applicable.

26.05 Not applicable.

26.06 Not applicable.

7. Paid Holidays

Same as **39.06** of full-time Agreement.

8. Vacations

Same as **39.05** of full-time Agreement.

9. Sick Leave

Same as **39.04** of full-time Agreement

10. WSIB

34.01 Not applicable.

11. Health and Welfare

Same as 39.02 of full-time Agreement.

12. Uniform Allowance

Same as 39.03 of full-time Agreement.

13. Rates of Pay and Premiums

The wages for part-time employees shall be as per Schedule "A" in the full-time Agreement for all employees.

14. Wage Progression

The employee shall advance to the start rate on completion of the probationary period; to the one (1) year rate on the completion of 1800 hours worked or one and one-half years, whichever comes first; the two (2) year rate on completion of 3600 hours worked or three (3) years, whichever comes first. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under WSIB shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

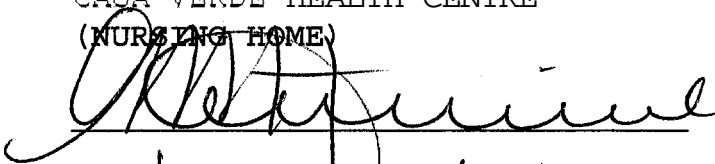
15. Prorata Part-time Employee Benefits


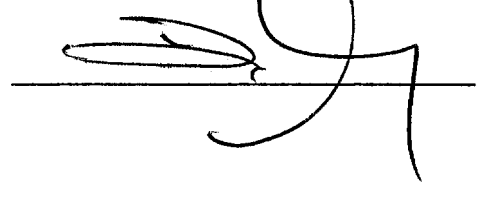
In accordance with Article 39.01 of the full-time Collective Agreement.

EXECUTED this 15th day of October, 2002

PARAGON HEALTH CARE INC. C/O
CASA VERDE HEALTH CENTRE
(NURSING HOME)

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204




Kleanor Benjamin


LETTER OF UNDERSTANDING

1. Re: Annual Medical Required by the Nursing Homes Act

The parties agree that the following will apply for the interim period and without prejudice to either parties' view of the matter:

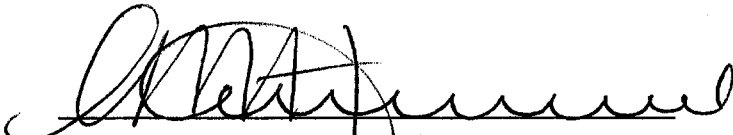
All existing letters or forms required of employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1st, 1993 from all personnel files of employees related to the issue of annual medical examinations.

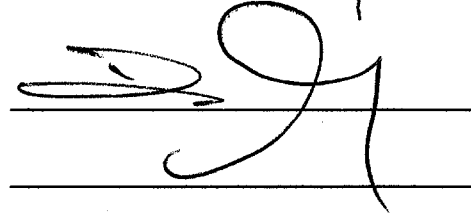
The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. During the interim, in the event the Ministry of Health and Long Term Care requires verification of an annual medical examination the matter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

2. Re: Sick Certificate Issue

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.

DATED at Toronto this 15th day of October 2002.



Eleanor Benjamin


PENSION LETTER OF UNDERSTANDING

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

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

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

LETTER OF UNDERSTANDING # 1

Within thirty days of the date of ratification, increase the number of full-time positions, 75 hours biweekly on the posted schedule, to 100. This increase shall not be construed as a guarantee of hours or work. The Employer will determine, after full discussion and disclosure of all relevant information with the Union, in which classifications additional 75 hour positions are required and will offer these, by seniority in the classification where the additional positions are being created, to employees who are presently assigned fewer than 75 hours biweekly on the posted schedule.

LETTER OF UNDERSTANDING #2

Pre-booked hours of work on the posted schedule shall not be altered by this settlement except to accommodate the creation of additional 75 hour positions stipulated in Letter of Understanding #1 above.

LETTER OF UNDERSTANDING #3

Within thirty days of the date of ratification, the Employer will establish a roster of employees in order of seniority in each classification. For call-in shifts, the Employer will contact employees from the roster on a rotational basis (i.e. starting at the top of the list and continuing to the bottom, then back to the top, etc.). Employees will be eligible to be called provided that accepting the call-in does not interfere with any of their previously assigned shifts, does not result in overtime pay and is consistent with an employee's availability for work as expressed in writing. The cap on the assignment of call-in work will expire on the coming into force of the new call-in language.

LETTER OF UNDERSTANDING #4

No agency staff will be called in unless an overtime or emergency situation arise.

LETTER OF UNDERSTANDING #5

The parties will meet to resolve scheduling issues arising out of the implementation of this settlement.

LETTER OF UNDERSTANDING #6

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.

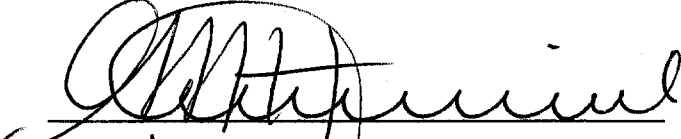
The parties may invite additional participants to attend the meeting to support constructive review and discussion.

LETTER OF UNDERSTANDING #7

Schedule B of the Collective Agreement will be amended, where required, to conform with the terms of this settlement.

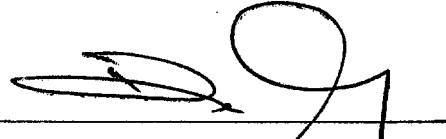
DATED at Toronto this 15th day of October 2002

FOR THE EMPLOYER



Joseph Padellaro

FOR THE UNION



Eleanor Benjamin

Pay Equity Agreement

Between

Service Employees International Union
Local 204
("The Union")

and

Casa Verde Health Centre
(Nursing Home)
("The Employer")

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.

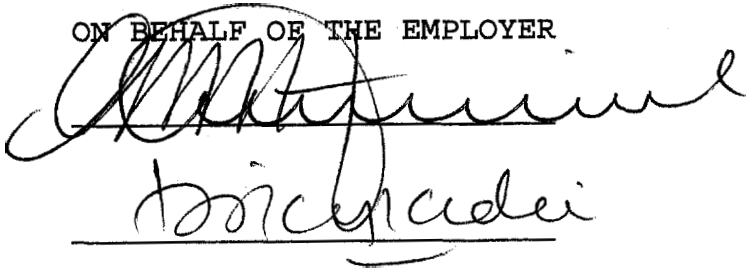
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

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.

SIGNED AT TORONTO, ONTARIO this 15 day of October 2002.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

Eleanor Benjamin


Letter of Understanding

Between

Service Employees International Union
Local 204
("The Union")

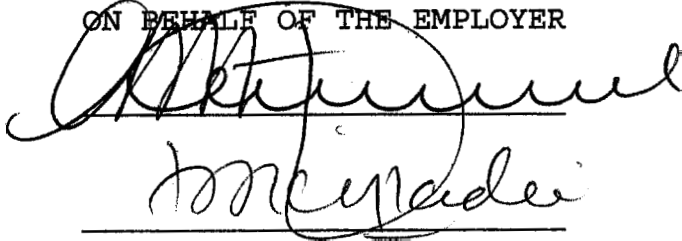
and

Casa Verde Health Centre
(Nursing Home)
("The Employer")

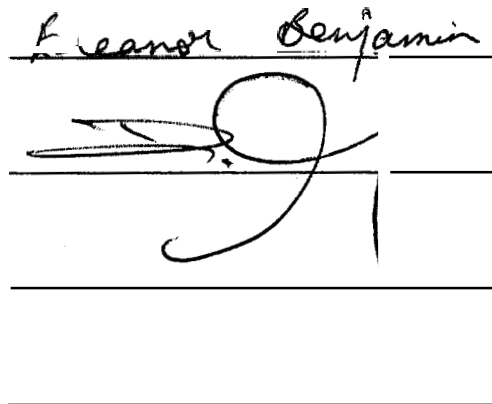
The Union will pursue its legal action against the government for funding of the pay equity increases.

SIGNED AT TORONTO, ONTARIO this th 15 day of October 2002

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



Letter of Understanding

Between

Service Employees International Union
Local 204
("The Union")

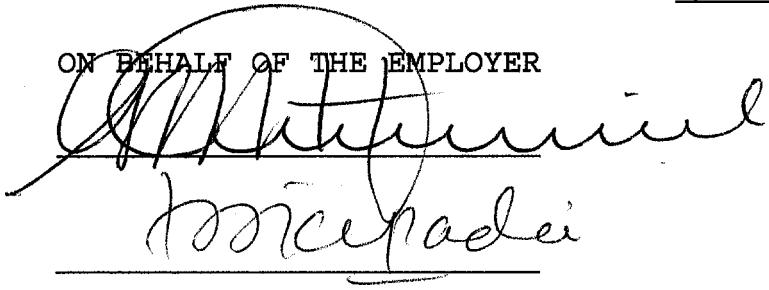
and

Casa Verde Health Centre
(Nursing Home)
("The Employer")

The parties agree to refer the Health and Safety proposal that remains in dispute to binding arbitration for resolution on an expedited basis.

SIGNED AT TORONTO, ONTARIO this 15th day of October 2002.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

Eleanor Benjamin
