

115 Employees

Unit No. 132 & 132A

COLLECTIVE AGREEMENT

BETWEEN

BALLYCLIFFE LODGE LIMITED

- AND -

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

EFFECTIVE: JANUARY 1, 2001

EXPIRY: DECEMBER 31, 2003

SERVICE FULL-TIME AND PART-TIME

10477(04)

INDEX

ARTICLE	PAGE
Article 1 Purpose	1
Article 2 Gender and Number	1
Article 3 Recognition and Scope of Agreement	1
Article 4 Full-time and Part-time Employees	1
Article 5 Probation Period	2
Article 6 Payroll Deduction of Union Dues as a Condition of Employment	2
Article 7 Unfair Discrimination	3
Article 8 Employee Interview by Stewards	3
Article 9 No Strikes - No Lockouts	3
Article 10 Management Rights	3
Article 11 Union Committee and Stewards	4
Article 12 Union Negotiating Committee	5
Article 13 Grievance Procedure	6
Article 14 Discharge Grievance	7
Article 15 Policy Grievance	8
15.03 Group Grievance	8
15.04 Grievances Related to Health and Welfare Benefits	9
Article 16 Arbitration	10
16.09 Sole Arbitrator	16
16.10 Grievance and Arbitration Process	12
Article 17 Seniority	13
Article 18 Loss of Seniority	14
Article 19 Contracting Out and Work of the Bargaining Unit ..	15
Article 20 Promotions	15
Article 21 Job Posting	16
21.08 New Classification	17
Article 22 Layoffs	19
22.04 Recall Rights	20
22.05 Benefits on Layoff	22
22.06 Grievances on Layoffs and Recalls	22
Article 23 Permanent Transfers	22
Article 24 Temporary Transfers	22
Article 25 Bulletin Board	23
Article 26 Letters of Reprimand	23
Article 27 Leaves of Absence	23
Article 28 Leaves of Absence for Union Business	24
Article 29 Paid Educational Leave	25
Article 30 Bereavement	26
Article 31 Jury Duty	27
Article 32 Hours of Work	27
Article 33 Overtime	28

Article 34	Work Schedules	28
Article 35	Switching	29
Article 36	Extra Shifts	29
Article 37	No Pyramiding	29
Article 38	Lunch Period	29
Article 39	Coffee Break	30
Article 40	Minimum Reporting Allowance	30
Article 41	Call-Back and Call-In	30
Article 42	Wage Schedule and Pay Days	31
Article 43	Paid Holidays	31
Article 44	Vacations	33
Article 45	Uniform Allowance	35
Article 46	Workers' Safety Insurance Board	35
Article 47	Pregnancy and Parental Leave	36
	47.01 Maternity & Adoption Leave	36
Article 48	Health and Insurance Benefits	40
	48.09 Maintenance of Benefits	42
	48.10 Pension Plan	43
Article 49	Prorata Benefits	46
	49.01 Proration Formula	46
	49.02 Health and Welfare	47
	49.03 Uniform Allowance	48
	49.04 Sick Leave	48
	49.05 Vacation	48
	49.06 Paid Holiday	49
Article 50	Job Security	49
Article 51	Sick Leave	49
	51.03 Workers Safety Insurance Board Challenge ..	50
Article 52	Medical Certificates	51
Article 53	Health and Safety	51
Article 54	Shift Premium	53
Article 55	Retroactivity	53
Article 56	Term of Agreement	53
	Schedule " B"	55
	Letter of Understanding	56
	Addendum	57
	Letter of Understanding ..Wage Progression.....	59
	Letter of Understanding ..SeniorityList.....	60
	Letter of Understanding Stat. Rescheduled.....	61
	Letter of Understanding ,.Stat.Holidays.....	62
	Letter of Understanding ..Lieu Days	63
	Letter of Understanding ..Vacations.....	64
	Letter of Understanding ..Sick Leave Certificate ..	65
	Letter of Understanding ..LegalAction	66
	Letter of Understanding ..Pay Equity Agreement....	67
	Letter of Understanding ..CMI Results.....	69

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Employer and the Union and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory wages, working conditions and hours of work which are acceptable to the employees in the bargaining unit.

ARTICLE 2 - GENDER AND NUMBER

2.01 Where the context of this collective agreement requires it, the feminine includes the masculine and vice versa and the singular includes the plural and vice versa.

ARTICLE 3 - RECOGNITION AND SCOPE OF AGREEMENT

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for, and this collective agreement shall apply to all employees of the Employer at Ballycliff Lodge Limited in Ajax, save and except professional medical staff, registered nurses, graduate nurses and undergraduate nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor and office staff and persons regularly employed for not more than 22.5 hours per week and students employed during the school vacation period.

3.02 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 shall conflict with any of the provisions of this agreement.

ARTICLE 4 - FULL-TIME AND PART-TIME EMPLOYEES

4.01 An employee who is employed on the average more than twenty-two and one-half (22 ½) hours per week up to thirty-seven and one-half (37 ½) hours per week is classified as a full-time employee.

4.02 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 - PROBATION PERIOD

5.01 An employee shall be on probation until he or she has successfully worked forty-five (45) days or three hundred and thirty seven and one half (337.5) hours and may be discharged **at** any time during that period if the Employer is not satisfied with their performance. However, it is agreed that such period may be extended in writing upon mutual agreement between the parties for up to an additional 160 hours.

5.02 **All** hours worked and hours paid during the probationary period forty five (45) days or three hundred and thirty seven and one half (337.5) hours shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 6 - PAYROLL DEDUCTION OF UNION DUES AS A CONDITION OF EMPLOYMENT

6.01 Following the completion of her probationary period the Employer shall deduct from the first pay cheque of each employee each month, an amount equal to the regular monthly dues of the Union and shall send all **of** such deductions to the secretary treasurer of the Union on or before the 25th day of the month in which such deductions have been made together with a list of the names of the employee from whose pay cheques such deductions have been made and the amount deducted.

6.02 The Employer shall supply the name and address (including postal code) of each new employee with the first deduction of union dues.

6.03 The Employer shall also supply the name and address (including postal code) of each employee whose employment was terminated in the preceding month.

6.04 The Union will supply a form for signature by employees which will contain provisions for the name, address, change of address, classification and other relevant information. Newly hired employees will be requested to sign such a form and the form will be available for completion by all employees who wish to record changes on the initial form. The form will be at least in triplicate and **a** copy will be distributed to the Union, the employee and the Employer.

6.05 Union dues deductions will be shown on T-4 slips

ARTICLE 7 - UNFAIR DISCRIMINATION

7.01 Neither the Employer nor the Union shall discriminate unfairly against any employee because of the employee's membership or non-membership in the Union. The parties agree to abide by the Ontario Human Rights Code.

ARTICLE 8 - EMPLOYEE INTERVIEW BY STEWARDS

8.01 The Employer shall permit a Union Steward to conduct interviews with probationary employees during their first 30 days of employment, without **loss** of pay at a time and suitable place in the Home designated by the Employer provided the interview does not exceed fifteen minutes.

ARTICLE 9 - NO STRIKES - NO LOCKOUTS

9.01 There shall be no strike (as defined in the Labour Relations Act) during this collective agreement.

9.02 There shall be no lockout (as defined in the Labour Relations Act) during this collective agreement.

ARTICLE 10 - MANAGEMENT RIGHTS

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

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be posted on the Employees' bulletin board with a copy supplied to the Union committee. The management reserves the right to amend or introduce new rules from time to time, copies of which shall be posted on the bulletin board with copies to be supplied to the Union committee. The Union committee shall have the right to make representations before any rule is amended or any new rule is introduced;

- (c) to hire, transfer, layoff, recall, 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 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 operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount **of** supervision necessary, combining or splitting up of departments of work, work schedules, and the increase or reduction of personnel in any particular area or in the whole.

ARTICLE 11 - UNION COMMITTEE AND STEWARDS

11.01 The Union may elect or otherwise select five (5) union stewards consisting of employees who have completed their probationary period. It is understood that the Employer **shall** not be required to meet with more than one (1) steward in the settling of grievances at a time.

11.02 A member of the grievance committee may, where a grievance must reasonably be dealt with during working hours, assist an employee in presenting a grievance without **loss** of pay, provided the committee member has obtained her supervisor's consent, (which shall not be unreasonably withheld), to leave her work station, deals with the grievance promptly and reports to her supervisor upon her return.

11.03 Members of the grievance committee are not covered under this article until named in writing by the Union to the Employer.

11.04 Meetings between the grievance committee and the Employer shall take place at times mutually agreed to.

11.05 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 grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues.

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

ARTICLE 12 - UNION NEGOTIATING COMMITTEE

12.01 The Employer will recognize the Union administrative and negotiating committee of no more than five (5) employees (of which two (2) will be from the part-time unit) for the purpose of administrating and negotiating this collective agreement and successive collective agreements.

12.02 Meetings between the negotiating committee and the Employer shall take place during working hours.

12.03 No person is qualified to serve on the negotiating committee until completing her probationary period.

12.04 Three (3) members of the committee will be paid by the Employer for time used during normally scheduled working hours in negotiating this agreement or any successor to it including all conciliation proceedings but excluding any arbitration proceedings. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee or the Union on behalf of employee(s) generally, relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable, and any allegation that this agreement has been violated.

13.02 A grievance must be in writing and must set out the name of the grievor, the date of the grievance, the nature of the complaint, and in general terms the relief sought.

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

Step No. 1

An employee having a question or complaint shall refer it to her 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 No. 2

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

Step No. 3

Should the Administrator fail to render his decision as required in Step No. 2, or failing settlement of any grievance

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

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

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

13.06 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 are not available, a member representative of the employee's choice who is working on the current shift.

ARTICLE 14 - DISCHARGE GRIEVANCE

14.01 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.

14.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that 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 No. 2, may be omitted in such cases.

14.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

ARTICLE 15 - POLICY GRIEVANCE

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

15.02 The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Employer of the Agreement, at Step No. 2 of the grievance procedure, providing that it is presented within ten (10) working days after the Circumstances giving rise to the grievance have 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 and the regular grievance procedure shall not be thereby bypassed.

15.03 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees.

The grievance shall then be treated as being initiated at Step Number Two (2) and the applicable provisions of Article 13 shall then apply with respect to the processing of such grievance.

15.04 Grievances Related to Health and Welfare Benefits

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

Nancy Backhouse
Deena Baltman

If additional arbitrators are necessary, I 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 arbitrators shall be shared equally by the employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self-insured benefits. Upon 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.

ARTICLE 16 - ARBITRATION

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

person as Chairman within ten (10) days after the appointment of the second of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

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

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

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

16.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievances 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.

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

16.06 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employees involved.

16.07 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 cost of any arbitration shall be awarded to or against any party.

16.08 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.

16.09 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 a sole arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedure shall apply.

16.10 Grievance and Arbitration 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 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 17 - SENIORITY

17.01 An employee's seniority is her ranking among employees in accordance with her last hiring date.

17.02 When an employee is hired her name shall be added to the bottom of the seniority list in her department appropriate for her classification i.e., permanent part-time, permanent full-time.

17.03 The Employer shall supply to the Union office and chief steward a set of seniority lists by department up to January 1st and July 1st of each year showing alphabetically, employee's names, classifications, and their seniority starting dates shall be posted by the 15th of the month.

17.04(a) It is understood that during an approved unpaid absence not exceeding sixty (60) days or any approved absence paid by the Nursing Home, both seniority and service will accrue.

- (b) During an unpaid absence exceeding 30 continuous calendar days other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Subject to Article 47 an employee on maternity leave continues to be 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 unpaid absence, credit for seniority for purposes of promotion, demotion, transfer, or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during maternity leave or for a period of 36 months if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (d) Transfer of Seniority and Service

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

ARTICLE 18 - LOSS OF SENIORITY

18.01 An employee's seniority status shall be lost for any of the following reasons:

- (a) she resigns voluntarily;
- (b) she is discharged for just cause and her discharge is not reversed through the grievance procedure;

- (c) she is laid off more than thirty-six (36) months;
- (d) she is absent when scheduled to work for three consecutive days or more without reasonable excuse;
- (e) she fails to return from a leave of absence as scheduled without the Employer's consent or without proper excuse.
- (f) she is absent due to illness in excess of thirty-six (36) months.
- (g) she is absent due to injury, compensable by Workers' Safety Insurance Board in excess of thirty-six (36) months.
- (h) 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 with on such leave, she will forfeit **all** seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (i) **An** employee who has been granted 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.

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

18.03 If an employee's name is crossed off the seniority list under this article but the employee's employment is not terminated, her name shall be thereupon added to the bottom of the seniority list.

ARTICLE 19 - CONTRACTING OUT AND WORK OF THE BARGAINING UNIT

19.01 The Nursing Home shall not contract-out any work usually performed **by** members of the bargaining unit if, as a result of such contracting out, a lay-off or reduction in hours worked of any employees other than casual part-time employees results from such contracting-out.

19.02 It is agreed that, except in conformance with past practice and policy, persons excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in the lay-off, **loss** of seniority or service or reduction in benefits to employees in the bargaining unit.

ARTICLE 20 - PROMOTIONS

20.01 Promotions from lower paying jobs to higher paying jobs shall be based on bargaining unit seniority where in the Employer's judgement, (which judgement shall be reasonably applied) two or more candidates have reasonably equal skill and ability.

20.02 During the first sixty (60) days following an employee's promotion the employee may elect to return to her former job and the Employer may require the employee to return to her former job if in the Employer's judgement the employee is not meeting fully the requirements **of** the job. In such case the promoted employee's replacement shall return to her former job.

20.03 It is understood and agreed that once the sixty (60) days trial period has expired, the employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

ARTICLE 21 - JOB POSTING

21.01 If a vacancy occurs under this agreement: (full-time, part-time or casual)

- (a) because of the creation of a new job or
- (b) the vacancy in excess of 30 days shall be posted on the employee bulletin board. The notice shall state the rate of pay for the job, the job title and the qualifications for the job.
- (c) Job Posting

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

- (d) Where a job is posted in the month of December, it shall be posted in accordance with the job posting procedure. The successful candidate shall not normally start the new position until the completion of the Christmas/New Year Schedule.

21.02 If one employee who in the Employer's opinion (which shall not be exercised unreasonably) is qualified, bids for the job, she shall be given the job.

21.03 If more than one employee bids for the job, Article 20 shall apply.

21.04 If no employees bid within ten (10) calendar days following the posting date, the Employer may fill the job at will. 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 home. In the event one **or** more part-time employees apply the Employer shall consider the qualifications, experience, ability and bargaining unit seniority of the applicants. Where these factors are equal, the applicant with the greatest bargaining unit seniority shall fill the vacancy provided she can perform the work.

21.05 The Employer may fill the position on a temporary basis pending bidding.

21.06 If requested by the employee, the Employer will inform an unsuccessful candidate of the reasons her bid was not accepted and will indicate ways in which she may improve her prospects in future bidding.

21.07 Copy **of** all job postings shall be given to the Chief Steward or designate.

21.08 New Classifications

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

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

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

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

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

ARTICLE 22 - LAYOFFS

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

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

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

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

Lay-off Procedure

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

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

(i) accept the lay-off; or

(ii) 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.

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.

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 with 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.

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.

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

22.04 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening in order of seniority, provided she has the ability and qualifications as required by law to perform the work.

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 accent such recall and may instead remain on lay-off.

The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their known address.

When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further with regard to recall.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until **all** those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to **be** recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) months.

22.05 Benefits on Layoff

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

22.06 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at step Number 2 of the grievance procedure.

ARTICLE 23 - PERMANENT TRANSFERS

23.01 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.

23.02 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 Employer's request, or any other reasons as determined by the Employer acting within the scope of Article 10, the employee will receive the corresponding rate for the job group to which she was transferred. Job seniority for pay purposes shall include seniority on the job she is being transferred from.

ARTICLE 24 - TEMPORARY TRANSFERS

24.01 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit or outside the bargaining unit she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

24.02 Effective the first day following the expiry of the previous agreement, responsibility allowance will be five dollars and fifty cents (\$5.50) per shift.

Where there is neither an RN nor a supervisory Employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

ARTICLE 25 - BULLETIN BOARD

25.01 The Employer will provide an employees' bulletin board accessible to employees to be used for Union business. All notices must be for Union business **only**.

ARTICLE 26 - LETTERS OF REPRIMAND

26.01 Records of disciplinary action will be removed from employees personnel record files after twelve (12) 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.

26.02 Having provided a written request to the Administrator at least three (3) business days 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 27 - LEAVES OF ABSENCE

27.01 The Administrator may grant or refuse a request for a leave of absence without pay, provided:

- (a) the request is in writing stating the departure and return dates and undertaking to return on the date stated,
- (b) at least two weeks notice is given wherever possible,

- (c) the proposed leave will not, in the opinion of the Administrator, unduly inconvenience the normal operations of the Nursing Home,
- (d) the employee has at least six months of service from her last date of hiring.

27.02 The Union shall be provided with a copy of the leave of absence signed by the employee and signed by the Administrator.

27.03 It is further understood that during such leave of absence not paid by the employer, credit for seniority for purposes of promotion, demotion, transfer or lay off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of one year if an employee's absence is due to a disability resulting in WCB benefits.

ARTICLE 28 - LEAVES OF ABSENCE FOR UNION BUSINESS

28.01 The Administrator shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business on the following conditions:

- (a) no more than two employees shall be absent under this article in any year.
- (b) the aggregate total of such leaves shall not exceed 20 days per person in any calendar year.
- (c) no leave under this article shall be for more than seven days.
- (d) no more than one employee from any department may be absent at any one time under this article.
- (e) the total leave under this article shall not exceed twenty-eight (28) days in a year.
- (f) the Union shall give the Employer at least fourteen (14) days notice of the request.

28.02 An employee shall be paid her normal wages during any such leave and the Union shall reimburse the Employer for this expense.

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

(b) 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 payments of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union. Employees will notify the Employer four (4) weeks in advance of his/her intention of returning to work. It is the employee's responsibility to ensure that their skills and qualifications have been maintained in order to resume previous position.

ARTICLE 29 - EDUCATION LEAVE

29.01 If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.

29.02 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.

29.03(a) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications where such upgrading is not required by the employer provided:

(i) at least one month's notice in writing (unless impossible) is given;

(ii) confirmation of acceptance into the education program is provided from the educational institution;

and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying must indicate the date of departure and specify date of return.

(b) Leaves requested in excess of one (1) year shall be reviewed annually with the above provision being applied.

(c) Seniority shall be retained to the date the leave commenced and continue as per Article 17.04(a). Hours worked during the leave will be accrued and added to the employees seniority. Upon return to work seniority shall begin to accrue.

(d) The returning employee shall provide notice of intent to return to work of at least one (1) month prior to returning.

ARTICLE 30 - BEREAVEMENT

30.01 An employee who is bereaved of a parent, spouse, brother or sister, child or grandparent, brother-in-law, sister-in-law, grandchildren, mother-in-law, father-in-law, legal guardian, the employee shall be granted up to a maximum of four (4) consecutive scheduled days without loss of pay ending with the day after the funeral. It is understood that child also means stepchild and parent also means step-parent.

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.

30.02 An employee who is bereaved of an Aunt or Uncle is entitled to be absent for one (1) day without losing any wages she would have otherwise have earned. In the case of a niece or nephew, an Employee is entitled to two (2) hours off with pay to attend the funeral.

30.03 The Employer shall not unreasonably deny additional time off when circumstances require without pay.

30.04 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two scheduled days.

ARTICLE 31 - JURY AND WITNESS DUTY

31.01 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 the employee shall not lose regular pay because of such attendance, provided that the employee:

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

31.02 Payment for the employee under this article is conditional upon the employee notifying the Employer promptly of her obligation to serve.

ARTICLE 32 - HOURS OF WORK

32.01 The normal hours of work per day shall be 7 hours (+ hour unpaid uninterrupted lunch),

32.02 This is not a guarantee of hours to be worked. There shall be no split shifts.

ARTICLE 33 - OVERTIME

33.01 Except as provided elsewhere in this agreement, overtime shall be paid on the following basis at time and one-half;

- (a) nursing department - over seven and one-half (7 1/2) hours in a shift or over seventy-five (75) hours during the employer's established bi-weekly schedule.
- (b) other departments - over seven and one-half (7.5) hours in a shift or over seventy-five (75) hours during the employer's established bi-weekly schedule.

33.02 No employee will be required to take time off to avoid the payment of overtime but may take time off equivalent to overtime by mutual agreement.

33.03 The employer will supply a free meal after an extra three (3) hours of overtime.

ARTICLE 34 - WORK SCHEDULES

34.01 Work schedules covering a two week period will be posted at least two weeks in advance. Any request by an employee for days off must be submitted to the Department Head within one week of the posting.

34.02 If an employee works on an assigned day off as per the Employer's schedule at the Employer's request the employee shall be paid overtime at the rate of time and one-half for such work.

34.03 If an employee is scheduled to work fewer than seventy-five (75) hours in a two week period, she will not qualify for overtime on an assigned day off under 34.02 until she has completed seventy-five (75) hours of work in a scheduled two (2) week period.

34.04 The employer will endeavour to arrange shifts *so* that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts and forty (40) hours if there is one day off and sixty-four (64) hours if there are two (2) days off between the changeover of shifts.

34.05 No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off

work. The Employer shall wherever possible (in accordance with its past practice) allow employees every second weekend off.

ARTICLE 35 - SWITCHING

35.01 Employees may switch shifts for personal convenience with the Administrator's consent which shall not be unreasonably withheld, but no employee shall receive any additional wage or other benefit under this agreement that she would not have received except for the switch.

35.02 Switching agreements must be in writing signed by both employees and the administrator.

35.03 The employees changing shifts shall assume full responsibility for the coverage of the shift to which they change.

ARTICLE 36 - EXTRA SHIFTS

36.01 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during the shift.

36.02 If an employee is required to work a half shift under this article then one (1) free meal shall be supplied.

ARTICLE 37 - NO PYRAMIDING

37.01 In no event shall there be any pyramiding of benefits or payments under this agreement.

ARTICLE 38 - LUNCH PERIOD

38.01 The lunch period of thirty (30) minutes will be uninterrupted except where there is an emergency. Proper facilities for dining and personal lockers will be provided for employees. The present arrangement for lunch breaks shall be continued except where the parties agree to any change.

ARTICLE 39 - COFFEE BREAK

39.01 The employees shall be allowed one fifteen (15) minute coffee break during each half shift at times designated by the Employer (without reduction in pay and without increasing the regular working hours).

ARTICLE 40 - MINIMUM REPORTING ALLOWANCE

40.01 If an employee reports for work at her regularly scheduled time and **no** work is available she shall be paid four (4) hours pay at her regular straight time rate whether required to **do** other work or not provided the employee has not been notified before reporting that no work was available. This article does not apply in the case of a labour dispute or during an emergency such as a fire or power shortage, or in the case of employees returning to work without notice after absence.

ARTICLE 41 - CALL-BACK AND CALL-IN

41.01 If an employee has left the Nursing Home after the completion of her shift and she is called back to perform further work she shall receive a minimum of four (4) hours pay at straight time or the actual hours worked at time and one-half whichever is the greater. This provision does not apply where employees are required to work immediately prior to the commencement of their regular shift.

41.02 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.

41.03 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 rate on a call-in for hours in excess of seventy-five (75) hours of work in the two week pay period.

41.04 Where the call-in is made within one hour of the starting time of the shift and the employee commences work within one and one-half (1 ½) hours of the call then the employee will be paid as if the entire shift had been worked provided the employee completes the shift.

41.05 If an employee reports for work within one and one-half (1 ½) hours of the call-in then the Employer will guarantee a minimum of four (4) hours work.

41.06 RESPONSIBILITY ALLOWANCE

Effective the first day following the expiry of the previous agreement, responsibility allowance will be \$5.50 per shift.

Where there is neither an RN nor a supervisory Employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

ARTICLE 42 - WAGE SCHEDULE AND PAY DAYS

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

42.02 Wages will be paid every second week no later than noon on Wednesday. The normal pay period shall be Monday to Sunday inclusive.

42.03 No holdback of wages shall exceed two (2) weeks (including termination and layoff). In the case where a statutory holiday falls in a particular pay period the pay day may be delayed to noon on Thursday.

42.04 Any error in pay shall be made good no later than ten (10) days after the pay day.

42.05 Employees will be paid during their normal working hours.

42.06 Vacation pay shall be paid by a separate cheque.

ARTICLE 43 - PAID HOLIDAYS

43.01 The following are paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	3 Float Days

The 3 float days can be taken anytime during the calendar year upon mutual agreement of the Department Head and the employee.

43.02 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.

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

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

43.05 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) day's holiday pay during any one (1) period of illness.

43.06 An employee who is required to work on any *of* the above mentioned holidays or an employee who is required to work on her float holiday will, in addition to her holiday pay, be paid at the rate of one and one-half (1.5) times her regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.

43.07 Any employee scheduled to work on a holiday, and who does not report for 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 43.03.

43.08 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.

43.09 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive statutory holiday pay in accordance with Article 49 of this Agreement.

43.10 For clarification purposes of when a paid holiday begins and ends the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

43.11 There shall be no pyramiding of premium pay, overtime pay or paid holiday pay.

ARTICLE 44 - VACATIONS

44.01 Vacations shall be granted to all employees in accordance with the following schedule based on hours paid:

- (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 eight (8) years of service
- (d) Five (5) weeks at (10% of gross) after fifteen (15) years of service.
- (e) Six (6) weeks at (12% of gross) after twenty-five (25) years of service.

44.02 The date for the determination of the "period worked" is December 31st of the year prior to the year in which the vacation is taken.

44.03 Vacation pay is calculated at 4%, 6%, etc., of the employee's gross earnings as per her T-4 income tax slip.

- (a) 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.
- (b) Vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

44.04 An employee shall be entitled to a pro-rata portion of her vacation pay in the event that her employment is terminated.

44.05 A blank vacation schedule shall be posted on January 1st each year.

44.06 Between February 1st and March 1st, the schedule shall be settled if possible through discussions between the Union's stewards' committee and the Employer.

44.07 On March 1st, the final schedule shall be posted. No changes shall be allowed in the schedule except upon the consent of the employees affected, the stewards' committee and the Employer.

44.08 The periods at which employees shall take their vacation shall be based on the selection by the employees 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.

44.09 Vacation time will be allotted between June 15th to December 15th inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

44.10 Vacations are not cumulative from year to year and all vacations must be taken no later than one month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double pay.

44.11 Employees who have completed their probationary period as of the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

44.12 Employees will be paid their vacation pay on the regular pay day in advance of the vacation or at such time as is designated in writing by the employee to the Employer after it has become due.

44.13 The employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

44.14 Where an employee's scheduled vacation is interrupted due to bereavement, the portion of the employee's vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to reschedule the vacation credits at another time provided the funeral is attended.

44.15 Employees whose employment has been terminated between vacation periods shall upon termination be paid a vacation with pay allowance based on the amount of the vacation pay to which such employee is 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.

ARTICLE 45 - UNIFORM ALLOWANCE

45.01(a) There shall be uniform allowance to each full-time employee in the amount of eight dollars and fifty cents (\$8.50) per month.

ARTICLE 46 - WORKERS SAFETY INSURANCE BOARD

46.01 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 its share of any and all health and welfare benefits for employees on WSIB.
- (b) It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue only so long as the employment relationship between the Employer and the employees continues.
- (c) The employer will pay the employee's wages for the day of the accident.
- (d) 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 Workers' Compensation.
- (e) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury time spent on WSIB shall be considered as time

worked for the purpose of calculating the current years vacation entitlement under the terms of this Agreement.

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

46.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 21) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

46.03 The injured employee shall have a period of thirty (30) months from the date of injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

46.04 If an employee returns to work within the thirty (30) months period mentioned in Article 46.02 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued 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).

46.05 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available with 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.

ARTICLE 47 - PREGNANCY AND PARENTAL LEAVE

47.01 Pregnancy and Parental Leave

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

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 seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen(17) weeks before the expected birth date.

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

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

Additional leave of absence may be taken under Article 47.01, Parental Leave.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In

any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) of the employee's regular weekly earnings.

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

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

Such payment shall commence after 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.

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

- 03 An employee who does not apply for leave of absence under Article 47.02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence 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.

- .04 During the period of leave, the Employer shall continue to pay the Employer's portion **of** hospital, medical, dental, group life, pension and other benefits included and prescribed **by** the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share **of** the premiums are required, the Employer shall deduct these amounts from the **SUB** payments.
- .05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee **will** be returned to her former job, and former shift, if designated.

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

- .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 22.04.
- .07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- .08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- .09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 47.10 of this Agreement. The

employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

47.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" included: 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 thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-one (51) 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 (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under article 47.10 Parental Leave, the provisions under 47.03, .06, .07, .08, and .09 shall also apply.

ARTICLE 48 - HEALTH AND INSURANCE BENEFITS

48.01 The Employer agrees to pay one hundred percent (100%) the cost of O.H.I.P. premiums, single-family rate, whichever is applicable.

48.02 The Employer's contributions shall be payable to all present employees on the basis of their current participation in O.H.I.P. and all new employees who join the Employer's O.H.I.P. group.

48.03 The Employer will provide a \$25,000.00 Life Insurance plan for each employee. The Employer will pay one hundred percent (100%) of the cost of this plan.

Any employee who wishes to purchase additional life insurance up to \$100,000 may do so. The full cost of the premium will be deducted from the employee's payroll.

48.04 The Employer agrees to pay one hundred percent (100%) of the cost of a Weekly Indemnity Plan providing the following benefits: first day accident, eighth day sickness, seventeen weeks coverage, sixty-six and two-thirds percent of weekly earnings.

- (a) Weekly Indemnity participation is voluntary for all employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above;
 - (i) an employee who averages over sixty-six (66) hours paid in any period **six** (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,

(ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,

(iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period without evidence of insurability.

(iv) Cheques sent to employees home address.

48.05(a) The Employer will provide a major medical, \$10.00 - \$20.00, no co-insurance plan for employees covered by this agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan.

(b) Effective as soon as practical the Employer shall implement a Drug Card providing a \$1.00 deductible per prescription with a \$7.50 dispensing fee cap,

48.06(a) The Employer agrees to provide a Vision Care Plan (similar to the Blue Cross \$150.00/24 months Plan) and agrees to one hundred percent (100%) of the billed single/family premium ~~for~~ employees who participate in the plan. If an employee is otherwise covered the Employer shall not be obligated to contribute.

48.07 The Employer agrees to pay one hundred percent (100%) of a Dental Plan #9. The O.D.A. fee schedule will be maintained one (1) calendar year behind the current year.

48.08(a) The Employer agrees to implement a \$300.00 Hearing Aid Plan.

(b) Hearing Aide lifetime benefit shall be \$500.00

48.09 Maintenance of Benefits

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence **or** WSIB. It is understood that the obligation *of* the employer **to** pay the aforesaid benefits while on Workers' Compensation shall continue only so long as the employment relationship between the employer and the employee continues.

48.10 Pension Plan

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

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

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

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

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

(iii) vacation pay,

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

" 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.

.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 P5, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

For further specificity, the items required for each eligible employee by article 48.10.05 of the agreement are:

(i) To be Provided Once Only at Plan Commencement

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

(ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

.06 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.

- .07 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.
- .08 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.
- .09 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.

ARTICLE 49 - PRORATA BENEFITS

49.01 Proration Formula

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 in the previous predetermined six month period as follows:

<u>Total Hours/Past 6 Months</u>	<u>% Entitlement</u>
1 - 244	25%
245 - 488	50%
489 - 732	75%
733 -	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 W.S.I.B. and W.I.

When an employee is on:

(a) maternity leave

(b) adoption leave

(c) approved leave of absence in excess of 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 upon completion of probation.

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 hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement up to 100% of the employer's paid share of premiums and benefits.

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

49.02 Health and Welfare

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

Employees may elect to enrol in any or all of the group insurance plan(s) upon completion of proration. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may

enrol in a plan subject to carrier approval. Such late or re-enrolment shall occur only at the sign-up opportunity each year.

Effective the first month following ratification, same sex spouse will **be** eligible **to** be **a** dependant for insured benefits.

49.03 Uniform Allowance

Employees shall receive uniform allowance as per the proration formula.

49.04 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 credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred (100%) percent of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.

49.05 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 paid as of December 31st</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 14400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year

14400 to less than 27000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27000 to less than 45000 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
45000 hours or more paid	6 calendar weeks vacation with pay at 12% 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 one (1) year = 1800 hours paid.

49.06 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 eight (8) days in the twenty-eight (28) days preceding the holiday.

ARTICLE 50 - JOB SECURITY

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

ARTICLE 51 - SICK LEAVE

51.01 Sick leave shall be granted to full-time employees on the following basis:

- (a) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termina-

tion. Such credits may be used to supplement weekly indemnity payments to full salary.

- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of fourteen (14) days. Accumulated sick credits to be used for the first seven (7) days of an illness.
- (c) Weekly indemnity plan for new employees to be effective on completion of the probation period.
- (d) Where an employee's scheduled vacation is interrupted due to a serious illness or injury, the period of illness or injury shall be considered as sick leave provided the employee provides satisfactory documentation of the illness or injury, as soon as practicable after the occurrence. The portion of the employees vacation which is deemed to be sick leave under the above provisions, will not be counted against the employee's vacation credits.
- (e) The Employer may request proof of disabling accident or sickness.

51.02 An employee who will be absent due to her illness or injury must notify the Employer as soon as she is aware on the first day of absence or as soon as possible, but at least before the time the employee would normally report to work. Failure to give adequate notice may result in **loss** of sick leave for that day of absence and all other scheduled working days until notice is given, unless for satisfactory reasons.

51.03 Workers' Safety Insurance Board Challenge

In the event that the employer challenges a Workers Safety Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval **of** a claim for Workers' Compensation 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 plan, Article 51. 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 the WSIB. If the claim for the 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 plan, Article 51. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 52 - MEDICAL CERTIFICATES

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

ARTICLE 53 - HEALTH AND SAFETY

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

53.02 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.

53.03 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 of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

53.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board 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 incident of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

53.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

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

53.07 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.

53.08 The Employer shall:

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

ARTICLE 54 - SHIFT PREMIUM

54.01 If the Employer operates on a rotating shift basis all employees who are required to rotate over two (2) or more shifts shall be paid a shift premium of twenty-five (25) cents per hour for each hour worked on the afternoon or night shift only. Shift premiums will not be paid for any hour in which an employee receives overtime.

ARTICLE 55 - RETROACTIVITY

55.01 Retroactive payment is to be made within two (2) full pay periods following ratification and applies to wages only based on hours paid by the employer. Employees who have left their employment will be notified by pre-paid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Employer will pay retroactivity on a separate cheque.

ARTICLE 56 - TERM OF AGREEMENT

56.01 This collective agreement is effective from January 1, 2001 to 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.

The parties agree to be bound by the final award of Arbitrator Teplitsky with respect to wages for 1996 and in layoff language if awarded.

56.02 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.

56.03 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, 1979 of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1970, as amended, whichever should first occur.

EXECUTED THIS th 13 DAY OF June 200a

BALLYCLIFFE LODGE LIMITED

SERVICE EMPLOYEES INTER-NATIONAL UNION, LOCAL 204

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE "B"

WAGE RATES EFFECTIVE JANUARY 1, 2001

CLASSIFICATION	(Effective Date	PROBATION	START	1 YEAR	2 YEAR
R.P.N	Present	16.86	17.07	17.67	18.28
	Jan.01, 2001	17.28	17.50	18.11	18.74
	Apr.01, 2001	19.62	19.92	20.10	20.50
	Jan.01, 2002	20.11	20.42	20.60	21.01
	Jan.01, 2003	20.71	21.03	21.22	21.64
	Aug.01, 2003	20.81	21.13	21.32	21.74
H.C.A.	Present	13.71	13.93	14.35	14.80
	Jan.01, 2001	14.05	14.28	14.71	15.17
	Jan.01, 2002	14.40	14.64	15.08	15.55
	Jan.01, 2003	14.83	15.08	15.53	16.02
	Aug.01, 2003	14.93	15.18	15.63	16.12
N.A.	Present	13.56	13.78	14.20	14.63
	Jan.01, 2001	13.90	14.12	14.55	15.00
	Jan.01, 2002	14.25	14.47	14.91	15.38
	Jan.01, 2003	14.68	14.90	15.35	15.84
	Aug.01, 2003	14.78	15.00	15.45	15.94
G.A./D.A./O.A./HSPK/LDRY.	Present	13.41	13.61	14.02	14.48
	Jan.01, 2001	13.75	13.95	14.38	14.84
	Jan.01, 2002	14.09	14.30	14.74	15.21
	Jan.01, 2003	14.51	14.73	15.18	15.67
	Aug.01, 2003	14.61	14.83	15.28	15.77
HANDYPERSON	Present	13.56	13.78	14.22	14.67
	Jan.01, 2001	13.90	14.12	14.58	15.04
	Jan.01, 2002	14.25	14.47	14.94	15.42
	Jan.01, 2003	14.68	14.90	15.39	15.88
	Aug.01, 2003	14.78	15.00	15.49	15.98
COOK	Present	14.88	15.09	15.54	15.94
	Jan.01, 2001	15.25	15.47	15.93	16.34
	Jan.01, 2002	15.63	15.86	16.33	16.75
	Jan.01, 2003	16.10	16.34	16.82	17.25
	Aug.01, 2003	16.20	16.44	16.92	17.35

Forty 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 employers 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.

If at any time an individual **or** group of individuals seeks legal or administrative review of the existing pay equity plans or amendments thereto, it is agreed that Martin Teplitsky will remain seized to amend the collective agreement to adjust it to reflect any award by the Pay Equity Tribunal or other legal entity.

Activity Aide with certificate (Recreational/Activation) or diploma, 15 cents per hour above Nurse Aide rate. Health Care Aide with a certificate will receive 15 cents per hour above the Nurse Aide rate.

Probationary employees shall be paid twenty cents (20 cents) per hour less than the starting rate in their classification during their probationary period.

Addendum to Agreement covering Part-time Bargaining Unit

Between

Ballycliffe Lodge Limited

and

Service Employees International Union, Local 204
Chartered by the S.E.I.U., A.F.L., C.I.O., C.L.C.

The terms and conditions of the Full-time Bargaining Unit Collective Agreement attached to this Addendum will apply to the Part-time Unit, save and except as modified by this Addendum in the following manner.

1. Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer at Ballycliffe Lodge Limited in Ajax who are regularly employed for not more than twenty-two and one-half (22½) hours per week and students employed during the school vacation period, save and except professional medical staff, registered nurses, graduate nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff and those covered under the Board Certificate No. 1397-78R.

An employee who is employed on the average for twenty-two and one-half (22½) hours per week or fewer is classified as a part-time employee.

2. Union Dues

The Employer shall as a condition of employment deduct Union dues from all part-time employees in accordance with the provisions of Article 6 in the Full-time Collective Agreement.

3. Seniority and Hours of Work

The seniority, hours of work and overtime shall be as set out in the Full-time Agreement of which this Addendum is part provided that part-time employees will have their seniority expressed in hours, and such seniority expressed in hours shall be the determining factor in job posting and layoff and recall.

Subject to the provisions with respect to permanent transfers, a full-time employee covered by this Agreement, changing his/her

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

4. Posting

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 postings from part-time employees **will** be considered prior to consideration of persons not employed by the Home. In the event one or more part-time 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 provided she can perform the work.

5. Vacations

Vacations with pay shall be granted to part-time employees in accordance with Article 49.05 of the Full-time Collective Agreement.

6. Part-time Employee Benefits

In accordance with Article 49.02 of the Full-time Collective Agreement.

7. Paid Holidays

Part-time employees who have completed their probationary period will be paid at the rate of 2 times their hourly rate for all hours worked on the paid holidays as outlined in Article 43.01 of the Full-time Agreement.

All paid holidays which fall during a part-time employee's probationary period will be paid to the employee in accordance with the Collective Agreement on completion of the probationary period.

8. Wages

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

9. Wage Progression

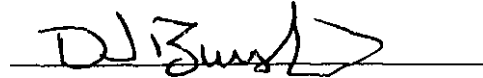
Employees within their position classification will progress from the "Start Rate" to the "One Year Rate" and **so** on, on the basis **of** 1800 hours worked at the "Start Rate" to the "One Year Rate" and so on. **Hours** worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall **be** considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

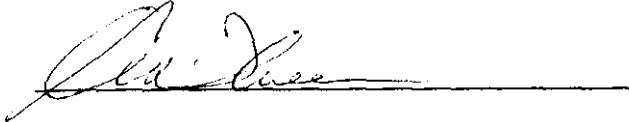
Executed this 13th day of February 2002

BALLYCLIFFE LODGE LIMITED

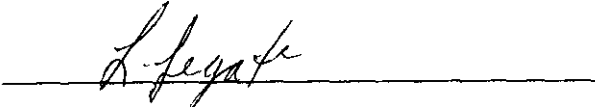
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204











LETTER OF UNDERSTANDING

BETWEEN

BALLYCLIFFE LODGE LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204


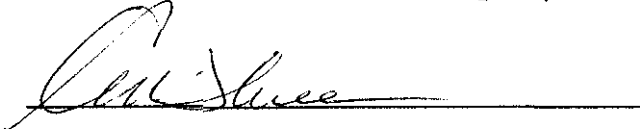

The parties agree that seniority lists in each department will be maintained with paid hours and date of hire noted. When a vacancy occurs under this agreement, where seniority is a determinant, total number of hours will be the criteria for selection.

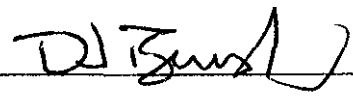

Effective date of letter October 15, 1991.

Dated at Ajax, Ontario this 13th day of February 2002

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

The parties agree that should a statutory holiday or lieu day falls within a leave for bereavement the statutory holiday or lieu day shall be rescheduled.

DATED AT *Ajax* this *13th* day of *February* 200*2*

BALLYCLIFFE LODGE LIMITED

SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Employees may accumulate up to five (5) statutory holidays which are to be taken and given upon, mutual agreement of the employee and Employer at any time during the year.

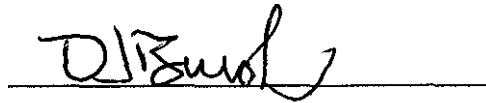
Employees shall make known their intention of their desired accumulation prior to March 1 of the year in which the accumulation is to be taken.

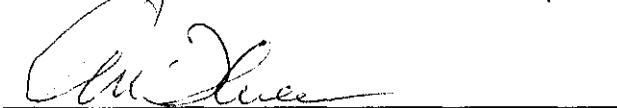
DATED AT *Gyax* this *13th* day of *February* 2002.

BALLYCLIFFE LODGE LIMITED

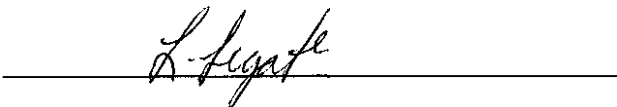
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 204











LETTER OF UNDERSTANDING

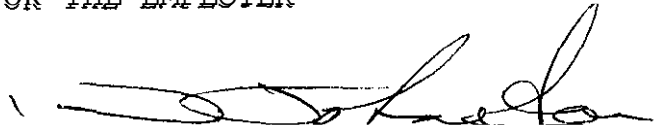
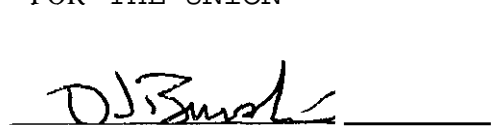

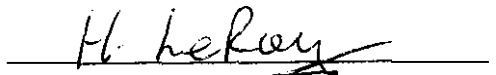

Re: Accumulated Lieu Days

An employee who has accumulated lieu days after October 1 of each year and has not requested to take the days, will be notified by their department head in writing requesting dates the day(s) will be taken. If the employee does not respond within 7 (seven) days the department head may schedule the days.

DATED this 13th day of February 2002

FOR THE EMPLOYER

FOR THE UNION




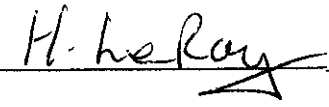

	
	
	

LETTER OF UNDERSTANDING

Re: Vacations

The parties agree that the employer policy (dated 1989) regarding vacation shall continue to be followed for the term of this agreement. The parties further agree that during the term of this agreement they shall jointly review for the purposes of inclusion in the next round of bargaining.

Dated this th 3 day of February, 2002

LETTER OF UNDERSTANDING

Annual Medical and Sick Leave Certificate

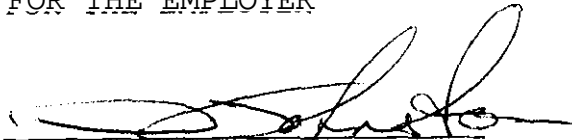
The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith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


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

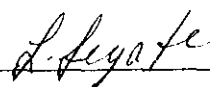
Dated this 13th day of February 2002


FOR THE EMPLOYER


FOR THE UNION











Letter of Understanding

Between

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

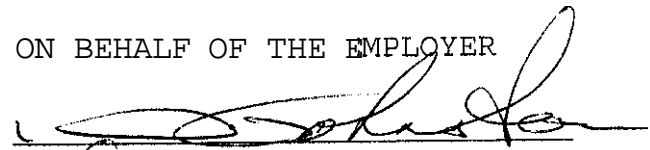
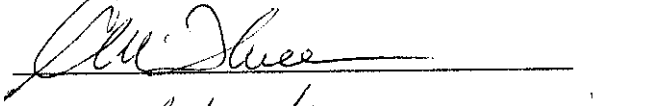
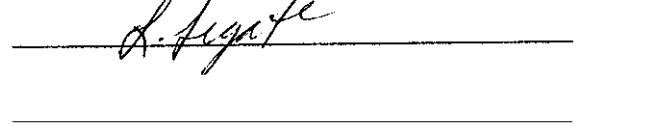
and

Ballycliffe Lodge Limited
(the Employer)

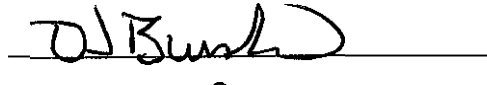

The Union will pursue its Legal Action against the Government for funding of the Pay Equity increases.

Dated the 13th day of February 2002

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

PAY EQUITY AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCALS 204
(" the Union")

and

BALLYCLIFFE LODGE LIMITED
(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 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 resolve all current outstanding issues of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated. 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:

January 01, 2004 - 10 cents per hour
January 01, 2005 - 10 cents per hour
January 01, 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

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 *Ajax* Ontario this *13th* day of *February*, 200*2*

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 204
(" the Union")

AND

BALLYCLIFFE LODGE LIMITED
(the Employer)

RE: CMI RESULTS

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

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

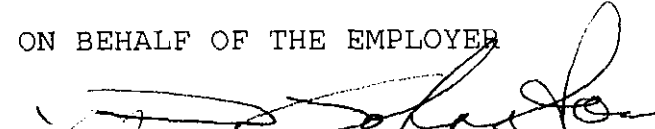
The parties shall meet as necessary to discuss other changes or workload issues.

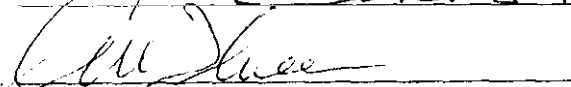
The parties may invite additional participants to attend the meeting to support constructive review and discussion.

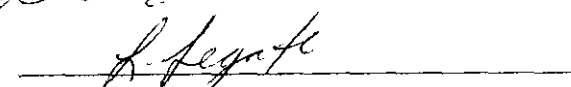
DATED this

13th day of February 2002

ON BEHALF OF THE EMPLOYER







ON BEHALF OF THE UNION

