

5777
19's employees

Unit No. 25 & 25A

SOURCE	Union		
EFF.	07	01	01
TERM.	18	12	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	130		

COLLECTIVE AGREEMENT

BETWEEN

HERITAGE NURSING HOME LTD.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
 LOCAL 204
 A.F.L. - C.I.O. - C.L.C.
 FULL TIME AND PART-TIME SERVICE UNIT

EFFECTIVE: **JANUARY** 1, 1997

EXPIRY: DECEMBER 31, 1998

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COLLECTIVE AGREEMENT

BETWEEN

HERITAGE NURSING HOMES LTD.
(hereinafter called "The Home")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
A.F.L., C.I.O., C.L.C.
(hereinafter called "The Union")

WITNESSETH:

WHEREAS the Ontario Labour Relations Board did on the 24th day of December, 1973 and on the 18th day of April, 1984 certify the Union as the bargaining agent for certain employee of the Home.

Now therefore, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to promote and maintain mutual understanding and co-operation between the Home and its employees, to ensure the peaceful settlement of disputes, to prevent stoppages of work and to set forth a basic agreement covering rates of pay, hours of work, and other working conditions.

ARTICLE 2 - RECOGNITION

2.01 The Home recognizes the Union as the bargaining agent for all its employees in Metropolitan Toronto save and except professional medical staff, registered nurses, supervisors, persons above the rank of supervisor, security **guards** and office *staff*.

2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights whether individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.

2.04 Full-time employees means employees in the bargaining unit who are employed on a regular basis for more than twenty-two and one-half (22 1/2) hours per week. Part-time employees means employees in the bargaining unit who are employed on a regular basis for twenty-two and one-half (22 1/2) hours or less per week.

2.05 Where the feminine pronoun is used in this agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Home, and without restriction the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Home to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and retire in accordance with established policy employees, and to discipline or discharge any employee who have completed their probationary period for cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without cause may be the subject of a grievance and dealt with and hereinafter provided, the discharge of a probationary employee shall be at the sole discretion on a rational basis of the Employer;
- (c) make, enforce and alter such rules and regulations to be observed by the employees. Such rules will be posted on the employee's 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 are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rules are introduced.

- (d) determine the nature and kind of business conducted by the Home, the kinds and locations of homes, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of patient care, the number of employees to be employed, the ratio of full-time to part-time employees, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Home, except where they are inconsistent with the terms of this agreement.

ARTICLE 4 - UNION REPRESENTATION

4.01 All employees shall be free to join the Union and shall not be discriminated against or coerced by the Union or the Home as a result of their membership or non-membership or activity or lack of activity in the Union.

4.02 The Union may appoint three stewards and a chief steward to handle grievances and to act as the Grievance Committee. The stewards shall be required to have completed their probationary period and shall be regular employees of the company during their time of office.

4.03 The names of the Grievance Committee, Chairman and Stewards, or where absent a substitute, from time to time selected shall be given to the Home in writing and the Home shall not be required to recognize any steward until it has been notified in writing by the Union of the name of same.

4.04 A steward with the approval of his supervisor which approval shall not be unreasonably withheld shall be permitted during his working hours to leave his regular duties for a reasonable length of time to investigate and settle grievances. Such absence shall be recorded on a card supplied by the Home if the Home so request.

4.05 In seeking the approval of his supervisor to leave his regular duties, the steward shall specify where he is going with respect to a grievance arising in the supervisor's area he shall specify the nature of the grievance where possible and the employee involved. Upon entering the area of a supervisor other than his own to investigate and settle a grievance, the steward shall notify the supervisor of the nature of the grievance where possible and the employee involved.

4.06 The authorization of a supervisor to a steward to leave his work during working hours without **loss** of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused and that he will perform the work to which he is assigned at all times except where necessary to leave **his** work to handle grievances as provided herein. Whenever in the opinion of the supervisor more than reasonable time is being taken by the steward to accomplish investigation and adjustment of a grievance he may require the steward to return to his work station.

4.07 The Grievance Committee shall not lose pay for normally scheduled hours while attending the Step #2 grievance meeting.

4.08 Where the SEIU Union Representative of the Union wishes to enter the premises of the Home for the purpose of transacting Union business he shall seek the prior permission of the Administrator or his designate 24 hours in advance. The aforesaid permission shall not be unreasonably withheld and the period of notice may be abridged in circumstances of emergency.

4.09 It is agreed that the Union will elect a negotiating committee consisting of not more than three employees, one of which shall be the chief steward. The committee members will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all Conciliation proceedings.

4.10 Labour/Management Meetings

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

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

A representative attending such meeting shall be paid for wages **lost** from regularly scheduled hours. A Union staff member

may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

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

ARTICLE 5 - UNION SECURITY

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

5.02 (a) The Home shall deduct from each employee covered by this collective agreement as a condition of employment, subject to the provisions of paragraph 5.03 hereof, a sum equal to Union dues as established by the Union, from the first pay cheque of each employee each month and shall send all of the monies so collected to the Secretary Treasurer of the Union on or before the 25th day of the month in which the deduction were made together with a list of the names of the employees from whose pay cheque deductions have been made.

(b) The Home shall when remitting such dues, name and the employees from whose pay deductions have been made.

(c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employee with the first dues deduction.

5.03 Deductions with respect to new employees or employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the probationary period.

5.04 It is mutually agreed that arrangements will **be** made for a SEIU Union Representative to interview each new employee who is not a member **of** the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Home and of ascertaining whether **the** employee wishes to become a member of the Union. The Home shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Home designated for each such interview shall be arranged by the

parties. The duration of the interview shall not exceed fifteen (15) minutes. The meeting will take place within the first (30) days of employment.

5.05 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

5.06 Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parenting Leave.

5.07 Contracting Out

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

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

5.09 Job Security

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

5.10 No Discrimination

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

ARTICLE 6 - NO STRIKES, NO LOCK-OUTS

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout"

shall be as defined in The Labour Relations Act, R.S.O. 1980, Chapter 232 as amended.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURES

7.01 A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this agreement, including any questions as to whether the matter is arbitrable, and an allegation that this agreement has been violated. Such difference shall be adjusted according to the following steps in the order named. Any adjustments so made shall be final and binding upon both parties and the employee concerned.

Step #1

Within eight (8) working days after the circumstances giving rise to the grievance have occurred, the employee with the assistance of his steward if desired may submit a written grievance to his Department Head, who in turn will deliver his decision in writing within five (5) working days thereafter. Failing settlement then:

Step #2

Within five (5) working days following receipt of the Department Head's decision, the grievor through his steward may request in writing that the Administrator arrange, within ten (10) working days for a meeting with the employee, and the Grievance Committee together with a Union business representative if requested and a Management Committee to resolve the matter. The party responding to the grievance shall reply in writing within ten (10) working days of the meeting. Failing settlement, the grievance may then be submitted to arbitration within fifteen (15) working days following the reply.

7.02 Letters of Reprimand

- (a) Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface ie; residents and family where the record will remain on file.

(b) Suspension

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

7.03 The time limits provided in this Article shall be observed unless extended by the mutual agreement of the parties.

7.04 Saturdays, Sundays and Paid Holidays, designated under Article 23 hereof, shall not be counted for the purpose of determining the time within which any action is to be taken or completed under each of the steps of the grievance procedure.

7.05 Union Policy Grievances

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

7.06 Group Grievance

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

7.07 Any employee who believes that he has been discharged or suspended without just cause may submit a written grievance at Step #2 of the grievance procedure within five (5) working days of the discharge or suspension.

7.08 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or that any employee has been unjustly disciplined, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limited, then the Minister of Labour for the Province of Ontario may appoint a qualified person to be Chairman, upon the request of either person.

7.09 No person may be appointed who has been directly involved in an attempt to negotiate or settle the grievance.

7.10 The arbitration board shall hear and determine the matter and its award shall be final and binding upon the parties, and upon any employee affected by it. The decision of the majority shall be the decision of the arbitration board, but if there is no majority decision, the decision of the Chairman shall govern.

7.11 The Arbitration Board shall be without jurisdiction to make any decision inconsistent with the provisions of this agreement or to alter, modify or amend any part of this agreement.

7.12 Each of the parties hereto will jointly bear the fees and expenses of the arbitration chairman.

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.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

8.01 In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done the case may be taken up as a grievance.

8.02 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. Such a claim by an employee who has completed his probationary period 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 his 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 to Step No. 2 may be omitted in such cases.

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

(b) The Employer shall provide an employee with a copy of any written warning at the time the written warning is given.

ARTICLE 9 - SENIORITY

9.01 Whenever they are used **in** the collective agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff 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 W.C.B. benefits.
- (d) Benefits/Workers' Compensation Board, Paid Leave

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

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

9.02 A newly hired full-time employee must successfully complete a probationary period of fifty (50) days worked. A newly hired part-time employee must successfully complete a probationary period of three hundred and seventy-five (375) hours worked and hours paid, shall be counted towards hours required to move from start rate to the one year rate. It is agreed that the dismissal or

lay-off of a probationary employee shall not be made the subject of a grievance.

9.03 Upon satisfactorily completing the probationary period, an employee will be placed on the seniority list, and his seniority shall date from the beginning of his probationary period.

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

9.05 **An** employee transferred to a position outside of the bargaining unit shall not lose his seniority status but shall accumulate seniority while in the employ of the Home and will retain his seniority in the event that he is transferred back into the bargaining unit.

9.06 Loss of Seniority

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

- (a) voluntarily resigns, retires, or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than twenty-four (24) months by reason of lay-off; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.;
- (f) Seniority Accrual

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

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

9.08 **An** employee's return to work after sick leave will be conditional on his supplying when requested a certificate from a physician stating that the employee has recovered from the sickness which caused his absence.

9.09 **A** full-time and part-time seniority list will be maintained on a current basis and revised every January and July. The starting date of full-time employees, with seniority adjusted if required under this collective agreement, shall be shown on the full-time list and the number of hours worked by part-time employees, with seniority adjusted if required under this collective agreement, shall be shown on the part-time list.

9.10 For purposes of articles 9.04, 9.05 and 9.06, where the promotion, demotion, permanent transfer, lay-off or recall is to or from a full-time job, the Home will limit its consideration to employees on the full-time seniority list before it considers part-time employees. Part-time employees who are laid off shall not displace full-time employees.

ARTICLE 10 - SENIORITY LISTS

10.01 The Employer shall supply to the Union office and chief steward a set of seniority list by department in January and July of each year showing alphabetically, employees' names, classifications, and their seniority starting dates.

ARTICLE 11 - NOTICE OF LAY-OFF

11.01 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.

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

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

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

Lay-off Procedure

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

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

(i) accept the lay-off; or

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

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

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

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one

calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

Recall Rights

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

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Benefits on Layoff

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

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

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

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

ARTICLE 12 - TRANSFERS

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

ARTICLE 13 - PERMANENT TRANSFERS

13.01 Seniority: Permanent Transfer

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 seniority of the applications. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-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.

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

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

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

13.05 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37 1/2 hours a week shall be given the first opportunity to fill temporary vacancies, subject to article 14. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing here-in shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

13.06(a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of \$3.00 for each shift.

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

ARTICLE 14 - JOB POSTING

14.01 In the event new full-time jobs are created or full-time vacancies occur in existing job classifications (unless the Home notifies the Union in writing that it intends to postpone or not fill a vacancy) the Home will post such new jobs or vacancies for

a period of ten (10) calendar days and shall stipulate the qualifications, classifications, rate and department concerned before new employees are hired in order to allow employees with seniority to apply in writing on a form to be supplied by the Home. The Home will limit its consideration to employees who are on the full-time seniority list before it considers part-time employees.

14.02 The successful applicant shall be placed on trial in the new position for a period of 337 ½ working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

14.03 In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

14.04 The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

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

If no applications are received by 10 a.m. of the fourth day following the posting date the Home may start proceedings to secure permanent applications for the vacancy from outside labour sources.

All applications received within the aforesaid period will be considered within a further four day period. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

If the applicants are not qualified to perform the work required, the Home reserves the right to immediately hire outside help.

14.06 The Home will discuss with the unsuccessful applicants the manner in which the employee may improve his position and his work in order to be considered for any further vacancy.

14.07 Where vacancies are posted for full-time positions and no applicants who are on the full-time seniority list are successful in obtaining the full-time position, applications, if any, submitted by employees who are on the part-time seniority list will be considered prior to consideration of persons not employed by the Home.

ARTICLE 15 - BULLETIN BOARD

15.01 The Home agrees to supply and make available to the Union for the posting of seniority lists and union notices one bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 16 - PERSONAL LEAVE OF ABSENCE

16.01(a) The Administrator may grant or refuse a request for a leave of absence without pay for personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the nursing home will not be unreasonably be denied. Applicants when applying must indicate the date of departure and specify the date of return.

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

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

- (d) **An** employee who has been granted a leave of absence **of** any kind, and who overstays her leave, unless obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.
- (e) To qualify for leaves **of** absence as stipulated above the employee must have completed six (**6**) months of employment with the Employer and it **is** expressly understood no benefit except as hereinafter provided shall accrue to or **be** paid to any employee on leave of absence.
- (f) A full-time employee with more than two (2) years **of** service, who is granted a leave of absence, will continue to accumulate vacation and sick leave credits to a maximum **of** three (3) months.
- (g) If the leave of absence exceeds three (3) months such full-time employee shall accumulate no further vacation or sick leave credits but shall continue to accumulate seniority to a maximum of six (**6**) months. Part-time employees shall not accumulate vacation or sick leave credits but shall continue to accumulate seniority to a maximum of nine hundred (900) hours.
- (h) Unpaid leaves of absences in excess of thirty (**30**) consecutive days shall not count **as** service to advance an employee to a one (1) or two (2) year wage rate in a job classification. However, a leave of absence because of a work related disability or illness shall count as service for wage progression purposes.

ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS

17.01 The Home shall grant leave of absence to employees to attend Union conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

17.02 In requesting such leaves of absence, the Union must give twenty-one (**21**) days clear notice to the Employer **to be confirmed** by the Union in writing.

17.03 Amend agreements where necessary to reflect that employees **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)).

ARTICLE 18 - BEREAVEMENT LEAVE

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

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

18.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two days ending no later than the day of the funeral.

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

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

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

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

ARTICLE 19 - JURY AND CROWN WITNESS LEAVE

19.01 The Home shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a Crown witness in any court. The Home shall pay such an employee the difference between his normal earnings and the payment he receives as a juror or crown witness. The Home may require the employee to present proof of service and the amount of pay received.

19.02 If an employee is required by subpoena to attend at court or at a coroner's inquest in connection with a matter arising from the employee's duties at the Home and the employee's attendance **is** required on the employee's regularly scheduled day off the Home will at its option either:

- (a) schedule an additional day off (in which case no payment by the Home to the employee shall be required in connection with the employee's attendance on her regularly scheduled day off); or,
- (b) the Home shall pay the employee her straight time hourly regular rate for the hours she was in attendance on her regularly scheduled day off at the court or coroner's inquest to a maximum of seven and one-half (7½) hours less whatever payments she received for her attendance at the court or coroner's inquest.

ARTICLE 20 - EDUCATIONAL LEAVE

20.01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without **loss** of seniority and benefits to upgrade his or her employment qualifications.

20.02 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.

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

20.04 If the Home chooses to pay the employee rather than grant an additional day off, the hours paid shall not be included in calculating whether the employee has worked seventy-five hours bi-weekly for purposes of overtime pay.

20.05 The employee shall notify the Home as soon as possible of her election for jury duty, Crown Witness duty, or required attendance at a Coroner's inquest.

ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

21.01 Preamble

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

21.02 Pregnancy Leave

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

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

- (b) 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 10: Parental Leave.

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

An employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

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

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

Subject to approval by U.I., amend the SUB pregnancy language to provide the following.

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

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

21.03 **An** employee who does not apply for leave of absence under Article 21.02(a) and who is otherwise entitled to pregnancy leave thereunder shall be entitled to and shall **be** granted leave of

absence in accordance with Article **21.02** (a) upon providing the Employer before the expiry of **2** weeks after she ceased to work with a Certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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

21.05 **An** employee who intends to resume her employment **on** the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. **All** employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

21.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption **of** operations, reinstate the employee to her employment or to alternative work in accordance with the established seniority system or practice of the Employer in existence at the time the leave **of** absence began, and in the absence of such a system or practice shall, reinstate the employee in accordance with the provisions of Article 21.05.

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

21.08 Credits for service for the purpose **of** salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

21.09 Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave, as provided under Article 21.10 of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

21.10 Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child **or** within 35 weeks **of** the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks' written notice of the date the leave is to begin.

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

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

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.

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

ARTICLE 22 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUMS

22.01 This article only provides the basis for the calculation of time worked, overtime and shift premiums and shall not be construed as a guarantee of the hours of work in a day or a week **or** a guarantee of days of work per week or otherwise.

22.02(a) The normal work day for full-time employees shall be seven and one-half (7½) working hours and the normal work week for full-time employees shall average thirty seven and one-half (37½) working hours per week over a two week schedule.

(b) There shall be no split shifts.

(c) Part-time employees shall not be scheduled for more than seven (7) consecutive days.

22.03 Overtime shall be paid for all hours worked over 7½ hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half the employee's regular rate **of** pay.

22.04 In the case of full-time employees the Home shall attempt to distribute weekends off on a equitable basis and to arrange for the employee's days off to be consecutive providing that these arrangements do not interfere with the efficient operation of the Home.

22.05 The Home shall endeavour to keep overtime work to a minimum and to request it on a voluntary basis. Should there not be sufficient qualified volunteers the Home may designate and require employees to do such work.

22.06 There will be a one fifteen-minute rest period with pay in each half of a shift to be granted at a time **or** times selected by the Home.

22.07 The Home shall make every effort to distribute overtime equitably among the employees who normally perform the work to be done. In applying this principle, it is understood that if

overtime is required at the end of any shift, the employee on that shift would normally be assigned to perform such overtime.

It is also understood that the Home shall not be required to distribute overtime with any mathematical accuracy over a given period, and that no employee may base a claim for payment by reason of this clause for any overtime not worked by him.

22.08 The Home shall give notice of overtime work as far in advance as practicable.

22.09 In the event employees of their own accord for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

22.10 Employees who work overtime will not be required to take time off in regular hours to make up overtime worked but may take time off equivalent to overtime by mutual agreement.

22.11 Where the hours of work are averaged over a 2 week period, that 2 week period will be the same 2 weeks as the pay period.

22.12 **An** employee who is absent on paid time during his scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

22.13 **An** overtime free meal will be provided after an extra three (3) hours overtime.

22.14 The Home will maintain the present practice of scheduling employees to the shift of preference where it is reasonably possible to do so and where it does not interfere in the normal operations of the Home.

22.15 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for 7 ½ hours, notwithstanding the fact they have worked either 6 ½ hours or 8 ½ hours.

22.16 Full-time/Part-time Ratio

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

ARTICLE 23 - WORK SCHEDULE

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

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

23.03 In the case of full-time employees the Employer will endeavour to arrange shift schedules such that all full-time employees will receive at least every other weekend off.

23.04 In the case of full-time employees such employees will not be transferred for a period in excess of four (4) weeks in any calendar year to a shift other than that for which the employee was hired, except by mutual consent.

23.05 In the case of full-time employees an employee who works on an assigned day off as per assigned schedule, at the Home's request, will be paid overtime at the rate of time and one half (1 ½) for all hours worked.

23.06 No employee shall be scheduled to work more than seven consecutive days without being given two or more days off work provided however, that the overtime rate of one and a half (1 ½) times the employees applicable hourly rate shall be paid for any

days worked over seven consecutive days, except in the case of an exchange of shift between employees.

ARTICLE 24 - LUNCH PERIOD

24.01 One half hour ($\frac{1}{2}$ hour) unpaid lunch period will be allowed for any employee working 3 $\frac{3}{4}$ hours or more and it will be uninterrupted except in cases of emergency. Employees may leave the premises during their meal period, but may be required to clock in and clock out when they leave.

24.02 Proper facilities for eating and for relief periods shall be provided by the Home for all employees.

ARTICLE 25 - MINIMUM REPORTING ALLOWANCE

25.01 Employees reporting for work according to their regularly assigned work schedule without being notified in advance not to report and for whom work is not available, shall be paid a minimum four (4) hours pay at their regular straight time hourly base rate. Any employee so affected shall perform whatever reasonable alternate work available.

ARTICLE 26 - WAGE SCHEDULES

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

26.02 Employees will be paid every second Wednesday, during working hours, for the two week period ending on the previous Sunday.

26.03 Errors on Paycheques

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

ARTICLE 27 - CALL BACK AND CALL IN PAY

27.01 When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employee will receive a minimum of four (4) hours pay at straight time rates of actual hours worked at time and one half his regular rate of pay whichever is greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

27.02(a) "Call In", shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

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

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

(d) If the employee reports for work within 1 hour of the request for call-in then the Employer will guarantee a minimum of 4 hours work.

ARTICLE 28 - PAID HOLIDAYS

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

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Employees' Birthday	Boxing Day

(b) There shall be one additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage

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

28.02 Employees will be able to stack six (6) statutory holidays to be taken with vacation or weekends by mutual consent between the Employer and employee, having due concern for the welfare of the Home.

ARTICLE 29 - COMMENCING AND ENDING OF A HOLIDAY

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 a.m.

29.01 A full-time employee on the active payroll at the time of the holiday and who does not work on the holiday will be paid for seven and one half (7½) hours at his/her straight time hourly rate for the day of observance of the above designated holiday, provided he/she meets all of the following eligibility rules:

- (a) The employee has completed his/her probationary period as of the date of the holiday; and
- (b) The employee must have worked the full scheduled shift on the last scheduled working day prior to and the next scheduled working day after such holiday unless excused by the Home.

Where an employee's absence on an aforementioned qualifying shift is due to illness, confirmed by a doctor's certificate, if requested by the Home, the employee shall be eligible to receive holiday pay.

29.02 A part-time employee will qualify for holiday pay provided:

- (a) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.

Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days.

- (b) He/she has worked his/her full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift due to illness verified by medical doctor's certificate.

Holiday pay will be computed on the basis of the average of the number of hours which the employee worked on the twelve (12) days or more multiplied by the employee's regular hourly rate of pay.

29.03 If one of the above mentioned holidays occurs on a full-time employee's regular day off or during his annual vacation period, the full-time employee will receive an additional day off in lieu thereof, or an additional day's pay. These options will be the right of the full-time employee.

29.04 Employees shall be required to work holidays on an equitable rotating basis.

29.05 **An** employee who is required to work on any of the above mentioned holidays shall receive time and one half (1 ½) his regular rate of pay for all hours worked. In addition the employee shall receive holiday pay or a day off with pay in lieu thereof. When an employee has met the qualifiers for a statutory holiday, they are deemed to have qualified for the lieu day pay.

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

ARTICLE 30 - VACATIONS

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

30.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the administrator having due concern for the proper operation of the nursing home.

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

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

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

30.06 Full-time employees who have completed their probationary period as of June 30 will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Part-time employees who have completed their probationary period as of June 30 will be granted one day's vacation for each twenty-one (21) shifts of service to a maximum of ten (10) working days. Vacation pay for full-time employees will be the greater of four (4) percent of gross earnings during the vacation year and the employee's regular pay for the vacation days. Vacation pay for part-time employees will be four (4) percent **of** gross earnings during the vacation year.

30.07 Full-time employees with one year's service and part-time employees who have completed more than eighteen hundred (1800) hours of service on or before June 30 of the current year shall receive two week's vacation. Vacation pay for full-time employees will be the greater of four (4) percent of gross earnings during the vacation year and the employee's regular pay for two weeks. Vacation pay for part-time employees will be four (4) percent of gross earnings during the vacation year.

30.08 Full-time employees with three (3) years of service on or before June 30 **of** the current year shall receive three (3) weeks' vacation. Part-time employees who have completed more than five thousand four hundred (5,400) hours of service as of June 30 of the current year shall receive three weeks' vacation. Vacation pay for full-time employees will be the greater of six (6) percent **of** gross earnings during the vacation year and the employee's regular pay for three weeks. Vacation pay for part-time employees will be six (6) percent of gross earnings during the vacation year.

30.09 Vacation year full-time employees with eight (8) years of service on or before June 30 of the current year shall receive four (4) weeks vacation. Part-time employees who have completed more

than fourteen thousand four hundred (14,400) hours of service on or before June 30 of the current year shall receive four weeks' vacation. Vacation pay for full-time employees will be the greater of eight (8) percent of gross earnings for the vacation year and the employee's regular pay for four weeks. Vacation pay for part-time employees will be eight (8) percent of gross earnings during the vacation year.

30.10 Vacation year full-time employees with fifteen (15) years of service on or before June 30 of the current year shall receive five (5) weeks vacation. Vacation for full-time will be the greater of ten (10) percent of gross earnings. Part-time employees who have completed twenty-seven thousand (27,000) or more hours of service on or before June 30 of the current year shall receive five (5) weeks vacation.

30.11 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.

Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five years of service on or before June 30 shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

30.12 Employees who have lost their seniority and have terminated their employment as set out in Article 10 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

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

30.14 The Employer will allow vacation during the Christmas and New Year's period as follows:

- 3 H.C.A. from the Day Shift
- 2 H.C.A. from the Afternoon Shift
- 2 H.C.A. from the Night Shift
- 2 Dietary Aides from the Dietary Department
- 1 R.P.N. from each shift
- 1 employee from the Dietary Department (cook)

- 1 employee from the Laundry Department
- 1 employee from the Activity Department

ARTICLE 31 - VACATIONS

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

Total Hours Paid as of June 30th	Vacation Entitlement
0 to less than 1800 hours paid for the vacation year	- 4% of gross earnings
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 14,400 hours paid	- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	- 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27,000 hours or more paid	- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
45,000 hours or more paid	- 6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year

N.B. For accrual purposes only hours worked and paid for.

- No employee to lose vacation entitlement.

- Employee who did not accrue based on hours before the transfer shall be placed on the new scheme based on 1 year = 1800 hours paid.
- Effective upon ratification eighteen hundred (1800) hours paid equals one (1) year of service.

ARTICLE 32 - SICK LEAVE

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

- (a) **An** employee who will be absent due to personal illness or accident must notify the Employer at least one hour prior to the commencement of his shift, unless impossible.
- (b) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
- (c) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) day of illness. Coverage to continue for seventeen (17) weeks at 66 2/3% of salary.
- (d) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (e) 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.

Weekly Indemnity

- (i) Weekly Indemnity participation is voluntary for all employees.

(ii) 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.

(iii) **An** employee who does not enroll at time of hire **or** within the eligibility period who has withdrawn, may enroll at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

(iv) Notwithstanding (c) above;

(1) an employee who averages over sixty-six (66) hours paid in any period of six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,

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

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

(f) Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.

(g) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

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

- (h) The Employer may request proof of disabling accident or sickness for any absence in excess of two (2) days.
- (i) The Employer will pay the employee's wages for the day of the accident.
- (j) The Employer will notify employees of their accumulation of sick leave credits on request.
- (k) **An** employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected day of delivery subject to Article 21.06.

32.02(1) 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.

- (2) In the alternative to (1) above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

32.03 **An** employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. **An** employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift unless impossible.

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

32.04 **An** employee's return to work after sick leave will be conditional upon his supplying when requested a certificate from a physician stating that the employee has recovered from sickness which caused his absence.

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

32.06 From time to time, the Employer may require employees to undergo medical examinations or present medical certificates. In the event that the Employer is not content with a medical report arising from a medical examination or with a medical certificate, the Employer may require the employee to undergo a second examination by a doctor of the Employer's choice, in which case the Employer will pay any medical costs, associated with the second examination, that are not covered by OHIP.

32.07 Annual Medical

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

32.08 Sick Leave Certificate

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

ARTICLE 33 - WORKERS' COMPENSATION

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

- (a) The Employer shall continue to pay his share of any and all health & welfare benefits.

- (b) 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 employee continues.
- (c) **An** 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.
- (d) Provided that an employee returns to work within (52) fifty-two consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the agreement.

33.02 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 14) of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

33.03 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she 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 Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

33.04 (a) If a full-time employee returns to work within fifty- two (52) weeks following the commencement of a W.C.B. claim **or** illness, or at the expiry of the normal maternity, or adoption leave provisions, and the employee's former permanent position still exists. The employee will be returned to her former job former shift if designated, classifications and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to two (2) full years mentioned in Article 33.03 above, she shall be returned to her former job, or to work of a

comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with article 9. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

33.05 If an employee returns to work within the two (2) year period mentioned in Article **33.04** above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

33.06 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

33.07 Workers' Compensation Board (Challenge)

In the event that the Employer challenges a Workers' Compensation 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 Workers' Compensation if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article **32**. 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 Workers' Compensation Board. If the claim for the Workers' Compensation 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 **32**. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

33.08 Notwithstanding any of the provisions contained in article 32.01 to 32.05, inclusive, a part-time employee may not displace a full-time employee.

ARTICLE 34 - HEALTH AND SAFETY

34.01 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.

34.02 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.

34.03 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 cause 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.

34.04 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 work days, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

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

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

ARTICLE 35 - HEALTH AND WELFARE PACKAGE

35.01 The Home has agreed to pay one hundred per cent (100%) of the billed rate of the O.H.I.P. premium for employees. The Home is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

35.02 The Employer will pay 100% of the cost of \$17,000 of life insurance.

35.03 The Employer agrees to continue its coverage **of** a Major Medical 10-20 no co-insurance plan (similar to Blue Cross E.H.C.). The Employer agrees to pay 100% of the billed single/family rate for employees who participate in the plan.

35.04 The Employer agrees to continue a Vision Care Plan (similar to the Blue Cross \$90.00 Plan) and agrees to pay 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.

If an employee is otherwise covered the Employer shall not be obligated to contribute.

35.05 The Employer shall pay 100% of the semi-private coverage.

35.06 The Employer agrees to implement a Dental Plan (equivalent to Blue **Cross** #9 Plan) based on the current O.D.A. fee schedule for 1989 provided that the enrollment requirements of the plan are

met. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

35.07(a) The Dental Plan shall be improved to provide the **1990** ODA fee schedule for **1991**. The cap on the Dental Plan shall be increased to \$2,000 per individual and per family member.

(b) The Dental Plan will provide the **1991** ODA fee schedule.

35.08 Hearing Aid

The Employer agrees to implement a \$300.00 hearing aid benefit 100% paid by Employer.

35.09 Change of Carriers

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

35.10 Notwithstanding **35.09**, the following process is to be utilized to resolve insurance benefit disputes between an employee and the insurance carrier.

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 ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.

(b) Within ten (10) days **of** filing a grievance, the parties shall meet with a view to resolving the grievance.

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

Nancy Backhouse
Deena Baltman

If additional arbitrators are necessary, 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 arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance which includes **an** agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance/arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitzky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Any such dispute already under way in respect of which an arbitrator has not been appointed shall proceed under this process.

35.11 Proration for Part-time

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

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

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

- (a) Life - when coverage approved.
- (b) Dental - *\$200.00 maximum benefit/covered person.
- (c) EHC

- (i) Drugs - *\$150.00 maximum benefit/covered person
- (ii) Vision - no benefit during first six months.
- (iii) Hearing - no benefit during first six months

*During first 12 months of coverage.

35.12 Pension Plan for Employees of
Participating Ontario Nursing Homes

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

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

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

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

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

"Eligible 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 four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

.03 **The** employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

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

(i) To Be Provided Once Only at Plan Commencement

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

(ii) To Be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

ARTICLE 36 - UNIFORM ALLOWANCE

36.01(a) The Employer agrees to pay 5.2 cents per hour uniform allowance to all full-time employees for the purchase, laundering and repair of uniforms.

(b) For Part-time

Revise all agreements to reflect a uniform allowance provision of 4.2 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. A provision of this nature will be inserted in the part-time agreements.

ARTICLE 37 - SHIFT PREMIUMS

37.01(a) All employees who are required by the Employer to rotate over two or more shifts shall receive a shift premium of .28 cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

(b) In no event shall there be any pyramiding of benefits or payments.

ARTICLE 38 - PRORATION FORMULA BENEFITS

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

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

The predetermined six (6) months period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.

Hours paid in calculating proration formula will include W.B.C. 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.

Effective 60 days following date of the award, employees who regularly work more than 66 hours bi-weekly, shall have 100% of employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:

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

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

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

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a 75 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.

ARTICLE 39 - RETROACTIVE PAY

39.01 Retroactive payment to be made within 30 days of the award 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 30 days. The employer will pay retroactivity on a separate cheque.

ARTICLE 40 - WAGE PROGRESSIONS, ETC.

40.01 Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of nineteen hundred and fifty (**1,950**) 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 Home, and hours not worked and paid for under the Workers' Compensation Act, shall be considered hours worked for purposes of computing eligibility to progress to the next higher rate within their position classification. Part-time employees, within their position classification, will progress from the "start rate" to the "one year rate" and so on, on the basis of eighteen hundred (**1,800**) 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 Home, and hours not worked and paid under the Workers' Compensation Act shall be considered hours worked for purposes of computing eligibility to progress to the next higher rate within their position classification.

40.02 Employees will endeavour to give a minimum of two weeks' notice of termination **of** employment.

40.03 Pay Days

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

ARTICLE 41 - MONETARY MATTERS, ETC.

41.01 All monetary aspects of the negotiations **shall** be as set out in this Memorandum and the necessary adjustments to the various Collective Agreements shall be made as necessary to comply with the intent of this Memorandum. If there are matters of a local nature

other than monetary items the same shall be dealt with by the negotiating committee of the Union involved and the Employer.

ARTICLE 42 - SHARED COST OF PRINTING COLLECTIVE AGREEMENT

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

ARTICLE 43 - INTERPRETATION

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

ARTICLE 44 - RENEWAL, AMENDMENT AND TERMINATION

44.01 This Agreement shall become effective as of January **1, 1997** and shall continue in effect until December **31, 1998** and shall continue automatically thereafter during annual periods of one **(1)** year each unless either party gives written notice to the other party within ninety **(90)** days prior to the expiration date that it desires to amend or terminate this Agreement.

44.02 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.

44.03 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, **R.S.O. 1976**, of the Province **of** Ontario, and the Hospital Labour Disputes Arbitration Act, **R.S.O. 1970**, as amended, whichever should first occur.

44.04 Arbitrator Teplitsky has remained seized of the benefits and job security issues for the **1995-1996** Collective Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this *10th* day of *NOVEMBER* 19*77*.

FOR THE HERITAGE NURSING HOME

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204

M. Graham, Admin.

Dorothy Delsol

B. Hessel

BH/CP

SCHEDULE "A"

Wage Rates Effective January 1, 1997

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>
Aide (Housekeeping, Laundry and Dietary)	12.82	13.24	13.64
Attendant I and Activity Aide with certificate	13.13	13.52	13.95
no certificate	12.97	13.37	13.80
Cook I	14.23	14.68	15.06
Cook II	13.64	14.05	14.48
R.P.N.	15.28	15.70	16.09
R.P.N. (Float)	17.71	-	-
Maintenance	14.75	15.11	15.50
Janitor	12.82	13.24	13.64

Wage Progression: In accordance with Article 40.

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

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

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be 15 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold Health Care Aide Certificate or Recreation Certificate shall receive 15 cents per hour above their applicable classification rate.

Lump sum payment shall be made by October 11, 1996 in the amount of \$500.00 for each regularly scheduled full-time employee on the payroll as of January 1, 1996. This payment does not fall under the definition of pensionable earnings in the collective agreement.

Lump sum payment shall be made by October 11, 1996 in the amount of \$250.00 for each regularly scheduled part-time employee on the payroll as of January 1, 1996. This payment does not fall under the definition of pensionable earnings in the collective agreement.

The above rate have been adjusted by \$0.35 cents effective April 1, 1995 to reflect the pay equity adjustment.

SCHEDULE "A"

Wage Rates Effective January 1, 1998

	Start	1 Year	2 Years
Aide (Housekeeping, Laundry and Dietary)	\$12.95	\$13.37	\$13.78
Attendant I and Activity Aide with certificate	13.26	13.66	14.09
with no certificate	13.10	13.50	13.94
Cook I	14.37	14.83	15.21
Cook II	13.78	14.19	14.62
R.P.N.	15.43	15.86	16.25
R.P.N. (Float)	17.89		
Maintenance	14.90	15.26	15.66
Janitor	12.95	13.37	13.78

Wage Progression: In accordance with Article 40.

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

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

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate **or** equivalent presently being recognized by the Employer. The premium will be 15 cents per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold Health Care Aide Certificate or Recreation Certificate shall receive 15 cents per hour above their applicable classification rate.

Lump sum payment shall be made by October 11, 1996 in the amount of \$500.00 for each regularly scheduled full-time employee on the payroll as of January 1, 1996. This payment does not fall under the definition of pensionable earnings in the collective agreement.

Lump sum payment shall be made by October **11, 1996** in the amount of \$250.00 for each regularly scheduled part-time employee on the payroll as of January 1, **1996**. This payment does not fall under the definition of pensionable earnings in the collective agreement.

The above rate have been adjusted by \$0.35 **cents effective April 1, 1995** to reflect the pay equity adjustment.

LETTER OF INTENT

BETWEEN

HERITAGE NURSING HOME LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 204

A.F.L. - C.I.O. - C.L.C.

Sick Leave

The Employer will deliver the following Letter of Intent:

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The employer will preschedule for absences once it has knowledge therefor to the extent that it is able to do so.

DATED this 10th day of NOVEMBER 1997 .

FOR THE HERITAGE NURSING HOME

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204

M. Graham, Admin.

Dorothy Nelson

Blissell

LETTER OF INTENT

BETWEEN

HERITAGE NURSING HOME LTD.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 204

A.F.L. - C.I.O. - C.L.C.

Orientation/Aggressive Patients

Letter of Intent that these two matters are appropriate subjects for Labour Management discussions.

DATED this 10th day of NOVEMBER 1997.

FOR THE HERITAGE NURSING HOME

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 204

M. Dahan, Admin.

Dorothy Nelson

B. Hesse

PENSION LETTER OF UNDERSTANDING

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

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

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

LETTER OF UNDERSTANDING

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal Office, who is required to be absent from work because of his/her elected or appointed duties shall upon written application to the Employer be granted sufficient time on leave of absence to comply with his duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

Dated at TORONTO this 10TH day of NOVEMBER 1997.

FOR THE EMPLOYER

FOR THE UNION

M. Sheahan, Admin.

Dorothy Nelson
Blessell

ADDENDUM FOR
SEIU COLLECTIVE AGREEMENT

BETWEEN

HERITAGE NURSING HOME

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204

The Collective Agreement has been modified by the following provisions as awarded by Martin Teplitsky in an Arbitration decision dated December 1, 1994.

1. Change all references of **RNA** to RPN.
2. Retroactive to January 1, 1994, increase all rates of pay to all classifications by 1%.
3. Delete existing Letters of Understanding on Medical Certificates and Annual Medicals.

Insert in all of the Collective Agreements, a new clause that reads as follows:

(a) Annual Medical

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

(b) Sick Leave Certificate

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

pay for any medical fees charged beyond OHIP in relation thereto.

4. Amend all extended health care plans with the following:

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

DATED THIS 10TH DAY OF NOVEMBER 1997.

FOR THE UNION

FOR THE EMPLOYER

M. Graham, Admin.

Rosemary Nelson

Sheppard