

Collective Agreement

between

Meadow Park Inc.  
Meadow Park Retirement home

and

London and District Service Workers Union  
Local 220, S.E.I.U., A.F.L., C.I.C., C.L.C.

Begins:  
04/01/1993

Terminates:  
03/31/1995

10985 (01)

The International Union has a scholarship programme which offers one four-year scholarship of \$750.00 annually. For details of this programme contact the Union Office.

Local 220 also has a scholarship programme which provides two 3 year scholarships of \$500.00 annually. Information on this scholarship can be obtained at the Local 220 Union Office.

Please keep the Union Office advised of any change of address. It is each member's responsibility to ensure their Union dues payments are up to date.

The Assistance Fund of the Local Union help members who are off work due to illness. Please make sure illnesses of 14 days or more duration are reported to the Union Office so that a gift may be sent to the member.

### UNION OFFICE

228 Clarence Street, London, Ontario  
 Phone: 432-2661 - 432-2662 - 432-2663  
 432-2664 - 432-2665

Lin Whittaker  
 Union Representative  
 Roy Jacques  
 Union Representative  
 Mary Kay Whitney  
 Union Representative  
**Ken McLeod**  
 Union Representative  
 Brenda Rehkopf  
 Union Representative  
 Stephanie Crawford  
 Union Representative  
 Marla Lindsay  
 Union Representative  
 Colleen Redmond  
 Union Representative  
 Kirsten Bradley  
 Organizer  
 Mike Morin  
 Research Representative

Stana Edwards  
 Shella Johnston  
 Jan Loveys  
 Eleanor Munro  
 Janice Morphy  
 Leslie Reid  
 Monica Schmoelzi  
 Irene Scully  
 Renata Tichy

## GRIEVANCE PROCEDURE

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One of the most important functions of the Agreement is to guarantee that every member's grievance will be properly serviced, and our first point of emphasis to you is that you should study the grievance procedure contained in the Agreement and familiarize yourself with the following items:

- (a) Carefully analyze time limits within which action is to be taken.
- (b) Be sure that your grievance goes from Step No. 1 to Step No. 2 and so on within the proper time limits.
- (c) Study the management function's clause in order that you will know what management's rights are.
- (d) Obtain all the necessary information concerning the facts pertaining to the grievance so that you will have them to use when dealing with management.
- (e) When filling in the grievance, be sure to state what settlement you want on the grievance.
- (f) Do you need assistance in handling? If so, get it.
- (g) Should you need assistance phone your Union Representative at **432-2661 - 432-2662 - 432-2663 - 432-2664 - 432-2665**.

THE SIX IMPORTANT  
W's  
IN EVERY GRIEVANCE

- WHO** is involved in the grievance?
- WHEN** did the grievance occur?
- WHERE** did the grievance occur?
- WHY** is this a grievance?
- WHAT** happened that caused the violation?
- WANT** - what adjustments are necessary to completely correct the grievance?

## WORKERS' COMPENSATION

Have you sustained a

**PERSONAL INJURY ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT?**

What is covered?

i)

**A sudden or unexpected event (accident)**

- i.e. a cut, a sudden strain due to impact, twist etc. sudden pain and incapacity

### What do you do?

**Immediately:**

- Report** to Supervisor, insist that an Incident Report be filled out.
- Let your co-workers know of injury - get their names and phone numbers.
- Note - time, place and activity.
- Seek medical attention immediately.
- Inform your Doctor how injury occurred at work.
- Remind Doctor to file Physicians' 1st Report to WCB (Form 8).
- Ask Employer for your copy of Employer Report to the Board (Form 7) and file it with Health and Safety Committee.

ii)

**Gradual Onset**

- wear a d tear from strenuous work
- work is highly repetitive
- exposure to toxic substances

### Symptoms

- numbness
- weakness

- 6
- |   |  |
|---|--|
| <input type="checkbox"/> tingling                       | <input type="checkbox"/> swelling                                    |
| <input type="checkbox"/> discomfort or aches            | <input type="checkbox"/> burning                                     |
| <input type="checkbox"/> drops objects                  | <input type="checkbox"/> pain  |
| <input type="checkbox"/> stiffness in joints            | <input type="checkbox"/> loss of function                            |
| <input type="checkbox"/> sense of touch may be affected | <input type="checkbox"/> tired (symptom prevent a good night's rest) |

### What to do?

- Keep a log - note time of worst symptom (i.e. end of shift or after a certain job)
- Date started to notice
- Are symptoms getting more severe, frequent? Do symptoms stop after prolonged absence from work?
- Who you reported your symptoms to.
- Report to Supervisor on a regular basis
- Complain to co-workers - get their names and phone numbers
- Seek medical attention - regularly. Give your doctor a detail description of job you suspect causes the symptom
- Ask Employer and your Doctor to file a claim (with both lost time and no lost time injuries).

Employer responsibility with both lost time and no lost time injuries

- Pay wages on day of injury
- File Employer report with WCB within three days of injury whether your off work or not

No Incomes if

- If no notice from WCB after three weeks, call Claims Adjudicator and ask if all forms received and when a decision is expected.
- If Sick Plan - ask Employer for access until Compensation arrives
- Apply for U.I.C. Sick Benefits
- If Sick Benefits not available, apply for Social Assistance Disability Benefits

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**MEADOW PARK INCORPORATED  
MEADOW PARK RETIREMENT HOME  
(hereinafter called "The Employer")**

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION,  
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.  
(hereinafter called "The Union")**

**WHEREAS the Union by certificate dated June 8th and June 26, 1978, is certified bargaining agent of:**

**"All employees of Meadow Park Retirement Home Inc. at 1210 Southdale Road East, London, save and except supervisors, persons above the rank of supervisor, activities coordinator, registered nurses, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and office staff**

**and**

**All employees of Meadow Park Retirement Home Inc. and 1210 Southdale Road East, London, regularly employed for not more than twenty-four (24) hours per week / and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses and office staff."**



## **ARTICLE 1 - GENERAL PURPOSE**

1:01 The **general purpose of this Agreement** Is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

## **ARTICLE 2 - RECOGNITION**

2:01 The Employer **recognizes the Union as the sole** collective bargaining agent for all employees covered by **this Agreement and undertakes that it will not** enter into any Agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement

2:02 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in L e Union, or any other reason.

2:03 Supervisors and persons whose jobs are not in the bargaining unit shall not work on my jobs which are included in the bargaining unit, except in the case of emergency or for the purpose of instructing employees, and in cases mutually agreed upon by the parties.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3:01 The Union **recognizes except as modified by the terms of this Agreement,** the right of the Employer to:

- (a) Determine and establish standards and procedures for the care and welfare, safety and comfort of the residents in the Retirement Home and to plan, direct and control the work of the employees;
- (b) Maintain order, discipline and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of the Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations or of new regulations prior to their implementation;

- (c) Determine ~~after consultation with the Union Committee~~ the number of employees ~~required~~ and the duties to be ~~performed~~ by each employee;
- (d) Hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause; provided that a claim of discriminatory hiring, transfer, layoff, recall, promotion, demotion, classification, assignment of duties or a claim that an employee has been discharged, suspended or disciplined without a just cause may be the subject of a grievance and dealt with as hereinafter provided.

#### **ARTICLE 4 - UNION SECURITY**

The Home shall deduct Union dues monthly for the terms of this Agreement according to the following conditions:

- 4:01 All employee, covered by this Agreement shall have Union dues deducted monthly as a condition of employment.
- 4:02 All present employees who are members of the Union covered by this Agreement shall remain members in good standing for the duration of their employment as a condition of employment.
- 4:03 Reasonable time (10 minutes), will be made available during working hours after three (3) weeks of employment by a new employee for a Union representative to interview such employee. The Employer shall surd to the Union office each month a list of names, addresses and classifications of all new employees together with an interview schedule.
- 4:04 The Employer shall deduct from the first pay in each month, Union dues as set forth in the Constitution and By-lam of the Union and as authorized by union members and shall remit same, together with a list of names, classifications, and addresses of all employees from whom the deductions were made to the Secretary-Treasurer of the Union prior to the twentieth (20th) of each month in which the deductions wen made.
- 4:05 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.
- 4:06 T-4 slip issued annually to employees shall show deductions made for Union dues.

**ARTICLE 5 - UNION REPRESENTATION**

- 5:01 (a) The Union will **elect or otherwise select** a Union Committee composed of **three (3) Union members and employees** and the Employer shall **recognize** the said Committee for the purpose of handling my grievances or bargaining on any matter arising **from time to time** during the continuance of the Agreement, including negotiations for or renewal of this Agreement.
- (b) Employees shall have the right to call upon a **Union Committee person** to be present with them at **any meeting with the Employer** relating to employment relations and/or discipline.
- 5:02 The Union Committee shall have the right at any time to have the assistance of a Union Representative in all labour-management relations. Such representative shall have access to the Home premises, at a time mutually arranged, to discharge such duties as representative of the Union.
- 5:03 The Union **recognizes** that the Union committee members have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the prompt processing of Union-Management business will be consumed by such persons during working hours. In accordance with this understanding, wages for the time thus spent on Union-Management business will be paid by the Employer.
- 5:04 The Union agrees to supply the Employer with the names of the Union Committee Members and will keep such list up to date. The Employer will supply the Union office, the Union committee members with a list of Department Heads, Supervisors, member of the management committee and other persons with authority. The list will be adjusted **as necessary** and copies will be submitted to the Union Office and the Union Committee members.
- 5:05 The Union Committee and the Employer will meet at times mutually agreed upon should either feel there is business for their consideration.
- Such meetings will be arranged as promptly as possible upon request by either party.
- 5:06 The Employer shall make available to the Union, on request, information required by the Union such as job description of positions in the bargaining unit.
- 5:07 Specifications of all health and welfare plans shall be approved by both parties to this Agreement.

- 5:08** Copies of **all rules or regulations** adopted by the Employer which affect the members of this Union are to be forwarded to **Local 220 prior to posting on all bulletin boards.**
- 5:09** Each member of the **Union Committee** shall receive his/her **regular pay** for all regularly scheduled working **hours lost** due to attendance at the negotiating meetings with representatives of the Employer before and after but not during the conciliation process.
- 5:10** A steward, and where applicable, **members of the Union Committee shall receive** their **regular pay** for regularly scheduled working hours lost due to attendance at **grievance meetings, which shall for the purpose of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.**

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- 6:01** The parties hereto **agree** that it is of the utmost importance that grievances be adjusted **as quickly and equitable as possible.**

### **STEP NO. 1**

An employee having a complaint or grievance shall discuss it with his/her Union **Committee** person and both will discuss it with his/her **immediate supervisor** within ten (10) working days of the incident giving rise to the complaint or grievance. The supervisor shall give his/her written response within five (5) working days of such discussion to the employee.

### **STEP NO. 2**

Should **my employee** feel that his/her **complaint** or grievance **has not been satisfactorily settled** at Step 1, he/she may within five (5) working days from the **time of the supervisor's written response** called for in Step 1, refer the matter in writing on the appropriate grievance form to the Department Head. The Department Head may discuss the matter with the **grievor** and the **Union committee** person together and shall give a decision in writing no later than five (5) working days after the **grievance was** presented at this step.

### **STEP NO. 3**

If the **grievance is** not immediately settled as a result of Step 2, the grievance will be submitted in writing on the same grievance form called for in Step No. 2, to the Administrator no later than five (5) working days following the Department Head's written response called for in Step 2. The Administrator shall call a **meeting** of representatives of the Employer and the Union within five (5) working days to discuss the grievance. Failing **settlement** at this meeting, the

Administrator will submit a written reply to the Union Representative within five (5) working days following the meeting, with a copy to the Union office. Failing settlement at Step No. 3, the grievance may be submitted to arbitration as hereinafter provided if the request is made in writing to the other party within thirty (30) calendar days after the decision has been given at Step No. 3.

- 6:02 Should two or more employees have a grievance of a similar nature, then it may be processed as one grievance at Step 1 of the grievance procedure and throughout the grievance procedure.
- 6:03 Any grievance involving the interpretation or application of this contract which has been disposed of hereunder shall not be made the subject of another grievance.
- 6:04 For the purpose of the grievance and arbitration procedure, working days shall exclude Saturdays, Sundays, paid holidays and vacation and regular days off.

#### **ARTICLE 7 - ARBITRATION PROCEDURE**

- 7:01 Following Step 3 of the grievance procedure, the Union or Employer may request that any matter be submitted to arbitration as hereafter provided and shall make such request in writing addressed to the Home Administrator and at the same time appoint a nominee to such a Board of Arbitration to be established.
- 7:02 Within ten (10) working days following notice to arbitrate as given under 7:01, the responding party shall appoint a nominee and so inform the instigating party.
- 7:03 The two (2) nominees so appointed shall attempt to settle by agreement a Chairman of a Board of Arbitration. If they are unable to agree upon such a Chairman within a period of ten working days, a request shall then be made to the Ontario Labour-Management Arbitration Commission (Department of Labour) to appoint such a Chairman.
- 7:04 No person shall be appointed as a nominee to a Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 7:05 The Board of Arbitration shall be authorized to make any decision which will achieve the greatest measure of justice consistent with the provisions of this Agreement.
- 7:06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the Board will be final and binding upon the parties hereto and the employee concerned.

- 7:07** Each of the parties hereto will bear the **fee and expense** of the nominee appointed by it and the parties will equally bear the **fees and expenses** of the Chairman of the Arbitration Board.
- 7:08** At any stage of the Grievance/Arbitration Procedure, the parties may have the assistance of the employee or employees concerned and all reasonable **arrangements will be made** to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the normal function of the Home.

### **ARTICLE 8 - POLICY GRIEVANCE**

- 8:01** A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 3 **within fourteen (14) calendar days** of the event giving rise to the grievance. Failing settlement at Step No. 3, the grievance may be **submitted to Arbitration** as hereinafter provided if the request is made in writing to the other party within thirty (30) calendar days **after the decision has been given** at Step No. 3. However, it is expressly understood, that the provisions of this paragraph may **not be used** by the Union to institute a complaint or grievance **directly affecting** an employee which **such** employee could himself institute and the regular grievance procedure shall not be thereby bypassed, except only where it is **established** by the Union that the interest of the Bargaining Unit as a whole is involved and may **be affected** by resolution of the **issued** for the complaint.

### **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 9:01** A **claim** by an employee that he or she has been unjustly **discharged** shall be **rated** as a grievance if a **written statement** of such grievance is **lodged** by the employee with the Administrator or **designate** within five (5) days after the employee has received his/her discharge notice. Such grievance will be taken up by the Union at a **special meeting** with the Management Committee.

It is **agreed** that a Union Committee person will **be notified** immediately on the **dismissal** of any employee in the **bargaining unit**.

- 9:02** Both parties agree that an employee is **considered innocent** until proven **guilty**. Therefore, in the event the Employer **initiates** a **disciplinary action** against an employee and which may result in the **suspension or discharge** of the employee, the following procedure shall be followed:

- (a) The employee shall be notified in writing, of the action and/or penalty, with a copy to the Chairperson of the Union Committee and the Union Committee Representative from Local 220.
- (b) In the event the Employer is dissatisfied with the work of an employee and corrective discussion has not resolved the problem, the Employer shall notify the employee in writing of the dissatisfaction concerning his/her work within ten (10) working days of the incident giving rise to the complaint, with copies to Local 220 and the Chairperson of the Union Committee. This notice shall include particulars of the work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of an employee's record.

9:03 An employee shall, upon written request, be granted the opportunity to view his/her personnel file. Information to be viewed will be:

1. Application form.
2. Written warnings and evaluations.
3. Incident reports.
4. Medical file.

9:04 Only those disciplinary warnings issued within one year preceding a disciplinary action shall be used in determining the type of disciplinary action to be taken. Annual or period "Employee Evaluations" shall not be used as part of disciplinary actions taken against employee(s).

## **ARTICLE 10 - SENIORITY**

10:01 An employee will be hired until after he has completed forty-five (45) days of work in twelve (12) calendar months. Upon completion of such period, his name will be on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.

10:02 Employees will be regarded as probationary if they receive assistance of the Union in filing a grievance. An employee may only be promoted if that employee who has not completed his probationary period, may be promoted on the basis of a fair and proper assessment of his suitability for employment with the company, but which promotion may be taken up as a

10:03 Both parties recognize the principle of promotion within the company of the Employer that job responsibility should increase in proportion to length of

service. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and ability and qualifications to perform the normal requirements of the job.

- 10:04 Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Union Bulletin Board and will be revised every six (6) months. It is agreed that the Chairperson will be advised as soon as an employee commences employment as to their classification and hiring date.
- 10:05 The Employer will supply the Union Committee members with sufficient copies of the Seniority List and prorata percentages as well as forwarding a copy to the Local Union Office.
- 10:06 Part time employees who become full time employees without interruption of continuous service, shall receive seniority credit for their continuous part time service on a pro rate basis to the nearest even full month. Full time employees who transfer to part time employment will also carry their seniority credit with them.

In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employees' seniority list and will be added to the full time employees' seniority list. Such employee shall be credited with all accrued seniority to the date of his/her becoming a full time employee in accordance with the following formula:

A part time employee who becomes a full time employee without interruption of her continuous service shall be ranked on the full time seniority list with credit for her part time service on the basis of formula 1800 hours equals one year service. This formula applies to seniority and not to service.

Such employee will be given a seniority date on the full time employee's seniority list, which will reflect the amount of his/her full time seniority determined in accordance with the foregoing formula.

## **ARTICLE 11 - LOSS OF SENIORITY/TERMINATION OF EMPLOYMENT**

- 11:01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- (a) voluntarily resigns, retires or is discharged for just cause; 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; a**
- (e) Is absent ~~from work~~ for **more than twenty-four (24) months by reason of absence while on W.C.B.**

## **ARTICLE 12 - JOB SECURITY**

### **Layoff & Recall**

**12.01** 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.

**12.02** 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**

### **12.03 Layoff Procedure**

- a) In the event of layoff, the Employer shall lay off employees in the reverse order of their **seniority** within their classification, provided that **there remains 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 layoff shall have the right to either**
  - i) accept the layoff; 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 layoff b qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employees so displaced shall be laid off.**

**Note:** An identical paying classification shall include any classification when 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 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 when 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 layoff. Employees failing to do so will be deemed to have accepted the layoff.

## **12.04 Recall Rights**

- a) **An employee shall have the opportunity of recall from a layoff 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 the 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 purpose 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 layoff 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 role responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.
- e) Employees on layoff or notice of layoff 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 layoff. 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.

### **12.05 Benefits on Layoff**

In the event of a layoff, provided the employee deposits with the Home her share of the premiums of her 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 layoff occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

### **12.06 In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job. Under no circumstances will casual new or part time employees be continuously employed on the job while any senior full time employee is on layoff. Such senior employee(s) on layoff will be given the first opportunity to accept casual, part time or new positions.**

Recall shall be in reverse order to layoff and all employees on layoff must be recalled before any additional new help is hired.

**12:07 Seniority Accrual**

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

12:08 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

**ARTICLE 13 - HOURS OF WORK AND OVERTIME**

13:01 The normal work day shall consist of seven and one-half (7½) hours exclusive of one-half (½) hour unpaid lunch break. Lunch or meal periods are to be allowed and will be uninterrupted except in cases of absolute emergency.

13:02 The regular work period will consist of seventy-five (75) hours which may be averaged over a two (2) week period. It is understood that employees may be required to work up to and including five (5) consecutive days.

13:03 (a) Overtime at the rate of one and a half times the regular hourly rate will be paid for ~~time~~ worked in excess of the above specified normal hours per shift, or pay period. The Employer may request an employee to work overtime at any time prior to the commencement of the shift in which overtime hours will be accumulated, and the employee has the option to accept or refuse such overtime.

(b) Notwithstanding Article 13:02, some part time employees may be assigned to shifts of shorter duration.

13:04 Rest periods of fifteen (15) minutes duration, with pay, will be provided for each employee in each one-half (½) shift to work, wherever possible at the mid-point.

13:05 Except where it is possible to schedule straight weekends off, employees will be scheduled so as to have two (2) weekends in four (4) off. The term weekend shall mean Saturday and Sunday.

13:06 Schedules of work for a four (4) week period will be posted at least two (2) weeks prior to the effective date of the schedule. Such posted schedules shall not be changed unless by mutual agreement between the Employer and employees so affected, or so as to allow the mutual exchanging of shifts between employees. Employees are to fill out the appropriate form. The present practice of preferential shifts of work for employees shall continue.

13:07 When an employee reports for work at his/her assigned starting time without being notified four (4) hours in advance by the ~~Homo~~ not to report to work at

said time, then the employees shall receive work or pay **in lieu** of work, ~~for~~ four (4) hours during that day. **Employees are required to notify** the Retirement Home at least eight (8) hours in **advance** of the commencement of the shift when returning to work after any absence.

13:08 **If any employee is called in to work after completing a regular shift of work and leaving the Home premises, the employee shall be guaranteed a minimum of three (3) hours pay at time and one-half (1%) the regular rate of pay for each such call-in. This clause will not apply to voluntary additional hours worked by put time employees.**

13:09 There shall normally be a minimum of **sixteen (16) hours off** between shifts of work except as may be mutually arranged between the Employer and employee(s).

13:10 Employees shall not be required to take time off **in lieu** of overtime pay, **unless** by mutual arrangement between the Employer and employee(s).

13:11 **Those employees working the 11-7 shift when the change from daylight saving to standard time, or vice versa, occurs, shall be paid straight time for the exact number of hours worked during the shift.**

13:12 **Part Time Employees Scheduling:**

**Part time employees (employees working twenty-four (24) hours or less per week on the average) shall be placed on a standby list. The scheduling of part time employees from this list shall be made as equitable as possible using a rotation of call-in from this list so that all part time employees shall have an equal opportunity to receive all put time work.**

**It is understood that part time employees shall be on call and called in to replace full time employees who are off work for paid holidays, vacations, leave of absence (paid or unpaid), or sickness.**

13:13 **Where a full time bargaining unit employee is absent from work on an approved leave of absence, which includes maternity/adoption leave and Workers' Compensation, the Employer may suggest that a put time bargaining unit employee work as a full time bargaining unit relief for the duration of the approved leave of absence, for up to six months, in which case the part time bargaining unit employee will continue to be covered under the terms of the part time bargaining unit Collective Agreement. The Employer will notify the Union of any appointments made under this provision.**

**ARTICLE 14 - PAID HOLIDAYS**

**14:01** All employees will be credited with pay computed at straight time for each of the following paid holidays:

New Year's Day  
3rd Monday in February  
Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**14:02 a)** In order to qualify for a paid holiday, an employee must work the full scheduled shift preceding and immediately following the statutory holiday, unless the employee is absent on one of the aforementioned days due to illness or injury, or an approved leave of absence. Employees absent due to illness or injury may be required to submit a certificate from a duly qualified medical practitioner, except where such is not reasonably possible.

**b)** Has worked ten (10) days in the preceding four (4) work weeks.

**c)** Works on such holiday if scheduled to do so, except where absence is due to illness or injury as (a) above.

**14:03** Employees who work on such paid holidays shall receive one and one-half (1½) times their regular rates of pay for all hours worked in addition to their regular rate of pay for the holiday unless equivalent time off is arranged.

**14:04** If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee will be credited with an additional day off with pay which may be added to his/her vacation, or a day's pay.

**14:05** Employees shall have a choice of Christmas Day or New Year's Day off, the selection and scheduling of which will take place before December of each year. Where there is a dispute between employees in the selection, department seniority shall govern in the preference. The normal working schedule will be suspended from December 15th to approximately January 15th.

**14:06** Insofar as possible, with due regard to the necessary staffing of the Home, the Employer will attempt to assure that all full time employees are scheduled to be off at least five (5) of the above named paid holidays.

**ARTICLE 15 - VACATIONS**

- 15:01 (a) **Effective** January 1, 1992, and to be taken In the 1992 vacation year, employees covered by this Agreement who **regularly work more than 66 hours bi-weekly shall receive** the following vacation with pay on the **basis of services as follows:**

Employees with **less than one (1) year of continuous service as of June 30th** shall receive one (1) **dry of vacation** for each month of continuous service up to a **maximum of two (2) weeks** vacation with pay based on 4% of **gross earnings.**

Employees who have completed **one (1) year but less than three (3) years** of continuous service **as of June 30th shall receive two (2) weeks** of vacation with pay bawd on 4% of **gross earnings.**

Employees who have completed **three (3) years but less than eight (8) years** of continuous service **as of June 30th shall receive three (3) weeks** of vacation with pay bawd on **6% of gross earnings.**

Employees who have completed **eight (8) years but less than fifteen (15) years** of continuous service **as of June 30th shall receive four (4) weeks** of vacation with pay **based on 8% of gross earnings.**

Employees who have completed **fifteen (15) years or more of continuous service as of June 30th shall receive five (5) weeks** of vacation with pay **based on 10% of gross earnings.**

- (b) **Effective** January 1, 1992 and to be taken In the 1992 vacation year, employees covered by this Agreement who **regularly work 66 hours M-weekly or less shall receive the following** vacation with pay on the **basis of service as follows:**

Employees with **0 to less than 1800 hours** worked of continuous service **as of June 30th shall receive one (1) day** of vacation for each month of continuous service up to a **maximum of two (2) week** vacation with pay based on 4% of **gross earnings.**

Employees who have completed **1800 but less than 5400 hours** worked of continuous service **as of June 30th shall receive two (2) week** of vacation with pay based on 4% of **gross earnings.**

Employee8 who have completed 5400 but less than 14400 hours worked of continuous service as of June 30th shall receive three (3) weeks of vacation with pay based on 6% of gross earnings.

Employees who have completed 14400 but less than 27000 hours worked of continuous service as of June 30th shall receive four (4) weeks of vacation with pay based on 8% of gross earnings.

Employees who have completed 27000 but worked or more of continuous service as of June 30th shall receive five (5) weeks of vacation with pay based on 10% of gross earnings.

- 15:02 The time of vacations for each employee will be mutually arranged between employees and the Employer, provided however, that if there is a dispute over a respective vacation day between employees, departmental seniority of employee shall be the governing factor.
- 15:03 An employee who leaves the employ of the Home for whatever reason shall be paid the vacation allowance as provided herein. Employees shall, wherever possible, give at least two (2) weeks notice of resignation.
- 15:04 Employees going on vacation shall receive their vacation pay prior to the start of their vacation so long as the employee notifies the Employer in writing, one (1) week prior to pay day.
- 15:05 Wherever possible, an employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer. Vacations should start on the Sunday unless otherwise mutually agreed upon by the employee and the Employer.
- 15:06 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.
- 15:07 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30th of the year following the year in which entitlement was earned unless as mutually agreed upon.
- 15:08 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continues to be sick after the scheduled start of the



vacation, the whole ~~period of~~ the illness shall be Considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee's vacation shall be rescheduled after all other "first" vacation periods have been granted in accordance with Article 15:02.

## **ARTICLE 16 - SICK LEAVE**

- 16:01 Upon completion of probation, employees shall be credited with 22.50 hours sick leave and shall then accumulate sick leave credits at the rate of 11.25 hours for each period of 162.5 hours paid.
- 16:02 Sick leave credits shall be accumulated to a maximum of 900 hours (120 days).
- 16:03 When a full-time employee terminates his/her employment after acquiring seniority of five (5) years or more, he/she shall be entitled to an amount equal of his or her salary, wages or other remuneration for one quarter of the number of sick leave days standing to his/her credit at that time.
- 16:04 Absence or injury compensable under the provisions of the workers' Compensation Act or Unemployment Insurance shall not be charged against sick leave credits.
- 16:05 Wherever possible, any employees absenting himself or herself on account of personal illness, must notify the Employer at least four (4) hours prior to the beginning of the scheduled shift if an evening or night shift, and one (1) hours prior to the beginning of the day shift. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.
- 16:06 There may, in the discretion of the Employer, be no payment for the first two (2) days of absence in the fourth succeeding periods of leave due to sickness in each calendar year. This provision shall not apply to any occasion where an employee is off on Workers' Compensation.
- 16:07 Whenever possible an employee must notify his supervisor or department head at least eight (8) hours prior to the commencement of his/her shift of his/her intention to return to work.
- 16:08 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. Teplitzky forthwith for a decision.

16:09 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 charge beyond OHIP in relation thereto.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17:01 Personal Leave**

Leave of absence for personal reasons may be granted at the discretion of management, provided that it does not disrupt the efficiency and service of the Home. Request for such leave must be made in writing at least one (1) month prior to the commencement of the leave, except in the case of emergency, and must state the date of leaving and the date of return.

### **17:02 Compassionate Leave**

- (a) Upon the death of an employee's spouse, child or step-child, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

### **Pregnancy and Parental Leave**

17:03 Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

#### **17:04 Pregnancy Leave**

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

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

- b) Pregnancy leave shall be granted as a right.
- c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 17:12 Parental Leave.

- d) Notwithstanding Article 17:04 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earning, and the sum of her weekly rate of 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 normal weekly earnings.

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

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

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

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

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

- 17:05) An employee who does not apply for leave of absence under Article 17:04 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17:04 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 17:06) During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the **Employment Standards Act** if the employee elects, in writing, to continue her share of the premiums. If deductions for the

employee's share of the premium are required, the Employer shall deduct these amounts from the SUB payments.

- 17:07** An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

- 17:08** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17:07.

- 17:09** 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.

- 17:10** 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.

- 17:11** Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under **Article 17:12** of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

**17:12 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 of 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 week** in duration and shall, in all cases, be completed within **fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.**
- d) The employee shall give the Employer **two (2) weeks** written notice of the date the leave is to begin.
- Parental leave ends **eighteen weeks (18) after it began or on an earlier day** If the employee gives the Employer **at least four (4) weeks** written notice of that day.
- e) For the purposes of parental leave under Article 17:12 Parental Leave, the provisions under **17:03, 17:06, 17:07, 17:08, 17:09, 17:10, 17:11.**

#### 17:13 Union Leave of Absence

The Employer shall grant leaves of absence **Without** pay, up to three (3) employees and Union members **at one time**, for the purpose of Union members of committee attending to Union business, educational seminars, etc. Any requested Union leave of absence will be directed to the Employer at **least seven (7) days** prior to such leave of absence commencing.

#### 17:14 Jury/Witness Duty

An employee required to serve as a juror or who has been subpoenaed as a witness to court will receive the difference between his/her jury or witness allowance and his/her regular pay for the lost time while serving in one of these capacities. The subpoena or jury duty notice will be presented to the employee for confirmation of such leave.

#### 17:06 Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay the full costs associated with the courses. If required by the Employer, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits to mitigate examinations to upgrade his or her employment qualifications.

**ARTICLE 18 - HEALTH AND WELFARE**

All health and insurance benefit premium ~~costs~~ pay by the Employer shall prorate in accordance with the proration formula (in Article 19.)

18:01 The Employer agrees to pay 100% of the billing rate of the Ontario Hospital Insurance Plan (OHIP) for all employees eligible under the plan.

18:02 The Employer agrees to pay 100% of the billed rate of a Group Life Insurance Plan to provide \$20,000.00 term life per full time employee in the bargaining unit.

18:03 Effective May 15, 1995, the Employer agrees to pay 100% of the billing rate for an Extended Health Care Plan (10/20 deductible), for such items as drugs, ambulance, private duty nursing, artificial eyes and limbs, rental of iron lungs, semi-private hospital coverage, blood oxygen, eye glasses, maximum \$90.00 per person in each consecutive two (2) years and hearing aids prescribed by an Otolaryngologist to a maximum of \$300.00 during the lifetime of each insured person.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

18:04 Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to blue Cross #9) based on the current O.D.A. fee schedule. The Employer shall contribute fifty per cent (50%) of the ~~Wed~~ premium on behalf of eligible participating employees under the Plan in the employ of the Employer.

18:05 Eligible employees who have so elected shall be entitled to participate in a Semi-Private Hospitalization Plan. The Employer shall contribute one hundred per cent (100%) of the billed premium on behalf of eligible participating employees under the Plan in the employ of the Employer.

18:06

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

- (a) on sick leave, until accumulated sick leave credits have been paid in full or for six (6) months, whichever is greater; or
- (b) receiving Workers' Compensation, effective April 19, 1989, for an absence of up to six (6) months. This change shall not apply to any employees absent on Workers' Compensation on that date.

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

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

18:07 The Employer is responsible for the administration of my insurance policy established in order to provide the health and welfare plans as herein set forth.

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



**ARTICLE 19 - PRORATA BENEFITS****19:01 Proration Formula**

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 97.5 and then multiplying by 100.

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

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

When an employee is on:

- (a) maternity leave;
- (b) adoption leave;
- (c) approved leave of absence in excess of thirty (30) continuous calendar days;

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

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have 100% of Employer portion of insured benefits paid. Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

**19:02** Holiday pay and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

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

**19:03 New Hires**

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

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

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (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.

- 19:04 Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrol in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities in May and November each year.
- 19:05 Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

**Effective May 15, 1995**

- (a) Life • when coverage approved.
  - (b) Dental • \$200.00 maximum benefit/covered person.
  - (c) EHC (i) Drugs - \$150.00 maximum benefit/covered person.
  - (ii) Vision and Hearing Aides • no benefit during first six (6) months.
- \* During first twelve (12) months of coverage.

**ARTICLE 20 - PENSION**

**20:01 Pension Plan**

It is understood that the Union will undertake all responsibility for managing the Union designated multi-employer Pension Plan (hereinafter called the "Plan") and the Employers' obligation is solely limited to making contributions and deductions in accordance with the Collective Agreement and forwarding these to the Plan.

The conditions precedent to the Employers listed above agreeing to participate in the Plan established by the Union are as follows:

1. The Union will not propose any change in the Employees' or Employers' contribution earlier than December 31, 1995 and the Employer and employee contribution will be equal to each other.
2. It is understood Employers have been prodded legal opinion that they have no responsibility under current legislation to fund any deficit which may arise in a multi-employer Pension Plan. Furthermore the Parties have agreed to assert this in a Letter of Understanding (Appendix E) to be appended to the current collective agreement. The Union further agree by Letter of Understanding (Appendix C) to be appended to the current Collective Agreement that if legislation or applicable regulations are changed to the extent that the Employers' obligation to contribute to the Plan exceeds the amount specified in the current Collective Agreement, they will meet directly with the Employers to finalize methods to relieve the Employer of this increased obligation, to the extent that any such obligation exceeds that which the Employers would have if the Plan were a defined contribution plan.
3. The Union through a Letter of Understanding (Appendix D) (which shall be appended to each respective Collective Agreement) agree that the actuarial valuations and fund performance statements are to be provided to the Employer if they become available to the union or if required by law whichever is more frequent. The Union appointed Trustees shall ensure that Investment of the funds is made in accordance with applicable legislation.
4. The Employers shall provide to the Trustees of the Plan the basic information which the Trustees require to enrol the employees of that employer in the Plan. Such basic information shall include the age, sex, start date of employment, wage rates, period of service and similar information. The information may be provided by the Employer in the form normally maintained by the Employer, whether on computer disk, manual records or otherwise. In the event such information is not readily available without review of other 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 a reasonable cost to the Plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the

Plan to obtain such information from the Employers' files and the cost of such third party shall be borne by the Plan.

5. Administrative costs of the plan incurred in the operation of the Plan shall be paid by the Plan.
6. The collective agreement language regarding the Plan shall be as set out in Appendix E. The Employers' obligations with regard to the plan shall be solely limited to those provisions.
7. The Parties agree to the Letter of Understanding further clarifying the basic information required by the plan (Appendix F) which shall be appended to each respective Collective Agreement.
8. The Parties agree to the Letter of Understanding concerning the "non-registered status of the Plan" as at May 1, 1989 (Appendix G) which shall be appended to each respective current Collective Agreement.
9. The Employer shall contribute to a Pension plan or its equivalent both Employer and Employee contributions in an amount equal to 2% of applicable wages for the period commencing May 1, 1989 and ending February 29, 1992. The parties acknowledge and agree that the contributions are those required under the terms of the Award of Chairman Bendel, dated the 19th day of April, 1989. Such contributions shall be paid to the Nursing Homes and Related Industries Pension Plan on or before March 1, 1992.

The Employers shall further provide on or before March 1, 1992, the information as set out in Appendix F, being a Letter of Understanding relating to information to be provided by the Employer with respect to such contributions. The Employer will not be obliged to make contributions with respect to any period for which contributions have already been made to the Nursing Homes and Related Industries Pension Plan during the period May 1, 1989 to December 31, 1991 nor shall the Employer be obliged to pay interest on such amounts already paid.

## **ARTICLE 21 - SHIFT PREMIUM**

- 21:01 The Employer agrees to pay all full time employees a shift premium of thirty-three cents (33 cents) per hour for all hours worked at the request of the Employer, on a shift other than the shift normally worked as part of their permanent schedule

## **ARTICLE 22 - UNIFORM ALLOWANCE**

- 22:01 **All full time employees will be paid a uniform allowance of \$9.00 per month. The Uniform allowance will be paid ever six (6) months in the amount of \$48.00, part time employees \$4.00 per month to be paid every six (6) months in the amount of \$24.00 to be paid by separate cheque on the pay period ending closest to June 30th and December 30th annually.**
- 22:02 **All employees will be allowed to purchase uniforms of their own choosing; the choice of wearing pantsuit uniforms will be at the employee's option.**

## **ARTICLE 23 - UNION BULLETIN BOARD**

- 23:01 **The Employer will provide, in a central convenient location accessible by all employees, a bulletin board for Union notices, etc.**

## **ARTICLE 24 - JOB POSTING**

- 24:01 **It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion or termination of employment of any new jobs created, shall be posted on all bulletin boards for a period of seven (7) days. If an emergency exists that may not allow for the above procedure to be followed, the Union Chairperson will be so advised immediately.**
- 24:02 **Employees shall have the right to bid during such seven (7) day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications to perform the normal requirement of the job.**
- 24:03 **In the event the successful applicant within the equivalent time period provided in Article 10:01 proves unsatisfactory or requests a return to his/her former position, he/she shall be returned to his/her former position, he/she shall be returned to his/her former position without loss of seniority.**
- 24:04 **If no applications to fill such vacancy or new job created are received from employees, then the Employer will fill the vacancy or new job created in any manner it sees fit. The Employer agrees to post on the Union bulletin boards the outcome of all job postings.**
- 24:05 **When an employee has successfully bid for a Job transfer from one classification to another, no further bid may be made for a six (6) month period, unless specifically permitted by the Employer.**

## **ARTICLE 25 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE**

25:01 The Employer and the Union **agree** that they mutually **desire to maintain standards of safety and health in the facility**, in order to prevent injury and illness.

A Joint Health and **Safety Committee** shall be continued and/or established with at least 50% of its membership representative of the various bargaining units and of employees **who are not represented by Unions** and who do not exercise managerial functions.

The Committee will **assist** wherever possible in the promotion of safe work practices, identify and communicate to employees and the Employer potential hazards, and recommend methods of improving accident prevention programs.

The Committee **shall meet** at least bi-monthly and more frequently as the need arises. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the **Union**.

One or more Committee-appointed representatives shall make monthly inspections of the workplace and equipment and shall report to the Joint Health and Safety **Committee the results of their inspection**.

In the event of serious or potentially serious **injury**, a Committee-appointed representative shall be notified as soon as possible and shall investigate and report as soon as possible to the Committee and Employer on the nature and causes of the accident and recommended corrective action.

Furthermore, **Committee** representatives must be notified of an inspection by a Ministry of Labour **inspector** and shall have the right to accompany him on his inspection.

Scheduled time spent on all such activities shall be considered as time worked.

The Joint Health and **Safety Committee** shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to number of lost work days, the number of accidents that required medical ride without lost time, the incidence of occupational injuries and such other data as the Workers' Compensation Board may decide to disclose.

The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all accident prevention policies and procedures.

**ARTICLE 26 - JOB ASSIGNMENT/TRANSFER**

26:01 An employee called on to perform duties in a higher rated, non-supervisory category shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category that is next above his own rate.

**26:02 Transfers**

Employees transferred through the job posting procedure will be paid in the following manner:

- (a) If the job is a higher rated classification, the employee will receive her current rate or the start rate for the new position, whichever is the greater. She will then progress through the rates of the classification as provided in Schedule "A" in accordance with her length of service in the classification.
- (b) if the job is a lower rated classification, the employee will receive her current rate or the top rate for the new position, whichever is lesser.

26:03 Any employee who is called in to work as a replacement for absent employees within the first 1/2 hour of the shift and who arrives within the Ant hour of the shift and completes the shift will be paid for the full shift at the applicable rate. Taxi fare will be provided where necessary.

**ARTICLE 27 - RESPONSIBILITY ALLOWANCE**

27:01 When the Employer temporarily assigns an employee to carry out the responsibility of a salaried employee for a period in excess of one shift, the employee shall receive \$3.00 per shift.

**ARTICLE 28 - TERM OF AGREEMENT**

28:01 This Agreement shall become effective **April 1, 1993** to **March 31, 1995** inclusive.

28:02 Notice of Intent to amend this Agreement shall be given by either party to the other in writing ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

28:03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date of this Agreement shall be automatically extended until consummation of a new Collective Agreement in full.

EX-

**ARTICLE 29 - JOB SECURITY**

29:01 The nursing home shall not contract out any work usually performed by members of the bargaining unit if as a result of such contracting out a lay-off of any employees other than casual part time employees results from such contracting-out. Contracting-out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision.

**ARTICLE 30 - NO PYRAMIDING**

30:01 In no event shall there be any pyramiding of benefits or payments except as otherwise provided for in this Collective Agreement.

**ARTICLE 31 - WAGES - WAGE SCHEDULE - RETROACTIVITY**

31:01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

31:02 If a new job is created during the life of the Agreement or an existing job is modified, and as a result a new job rate is established, Union and Management shall meet within fourteen (14) days to discuss the job rate, such rate shall be subject to the full grievance procedure provided such grievance is lodged within fourteen (14) days of the posting of the new Job rate.

**31:03 Retroactivity**

(a) The increases to the wages shall be effective April 1, 1993 to March 31, 1995 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro rata adjustment to their remuneration from their date of employment. The Employer shall be responsible to contract in writing (with a copy to the Union Office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment. Such employees shall have a period of sixty (60) days, only, from date of posting by the Employer in which to claim any adjustment to their remuneration.

(b) All retroactive payments are to be made in the form of individual fully itemized cheques, if possible to each employee within sixty (60) days of the date of the Award (May 15, 1995), for all present employees.



- (c) If the Employers have not paid the retroactive payments to present employees within sixty (60) days of the date of Arbitration Award, May 15 1995, interest shall be paid at the current bank rate on this total amount of the retroactive payment.

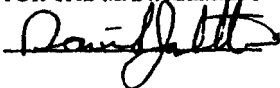
### **ARTICLE 32 - PART TIME EMPLOYEES ADDENDUM**

The foregoing provisions of the Collective Agreement shall apply to part time employee except for Article 10:01.

- 32:01 A new employee will be considered on probation until after he/she has completed 337.5 hours of work within twelve calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.
- 32:02 Part time employees shall progress from start to probationary wage rates as full time, to the one (1) year at 1800 hours worked or 1½ years, whichever is first and to the two (2) year rate at 3600 hours worked or three (3) years, whichever is first.

DATED at LONDON, Ontario this 3<sup>RD</sup> day of October, 1995.

FOR THE MANAGEMENT

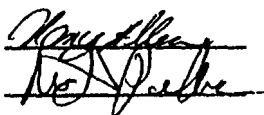


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FOR THE UNION



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\_\_\_\_\_

Lee Whittaker

**SCHEDULE "A"**

	Effective Date_____	<u>Start</u>	<u>Probationary</u>	<u>One Year</u>	<u>Two Year</u>
R.N.A.	April 1/93	13.34	13.59	13.86	14.10
	April 1/94	13.47	13.73	14.00	14.24
Assistant Cook	April 1/93	12.70	12.87	13.03	13.27
	April 1/91	12.83	13.00	13.16	13.40
Janitor	April 1/93	12.17	12.41	12.54	12.95
	April 1/94	12.29	12.53	12.67	13.08
Nurse Aide	April 1/93	11.91	12.16	12.42	12.71
	April 1/94	12.03	12.28	12.54	12.84
Kitchen/ Laundry/ Housekeeping Aide	April 1/93	11.78	12.04	12.27	12.54
	April 1/94	11.90	12.16	12.39	12.67
Certified Cook	April 1/91	13.10	13.26	13.42	13.67

**LETTER OF UNDERSTANDING**

Between:

MEADOW PARK NURSING HOME

- and -

LONDON AND **DISTRICT** SERVICEWORKER!?!? UNION,  
LOCAL 220**RE: ABUSE IN THE WORKPLACE**

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

The objective of those meeting is to identify the problem, and determine ways and means by which any such potential violence would be eliminated.

Dated this 3<sup>RD</sup> day of October, 1995.

FOR THE EMPLOYER

David Smith  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION,

Mary Allen  
Ken Poole  
\_\_\_\_\_  
Ken Whittaker  
\_\_\_\_\_

**APPENDIX "A"**

**HOMES**

**CHATEAU GARDENS QUEENS**

**CHATEAU GARDENS AYLMER**

**CHELSEY PARK OXFORD**

**COUNTRY TERRACE**

**DELHI NURSING HOME**

**MAPLE MANOR**

**MEADOW PARK NURSING HOME**

**MIDDLESEX TERRACE**

**PINEHAVEN NURSING HOME**

**ST. RAPHAEL'S NURSING HOME**

**TRILLIUM VILLA**

**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CHATEAU GARDENS QUEENS  
CHATEAU GARDENS AYLMER  
CHELSEY PARK OXFORD  
COUNTRY TERRACE  
DELHI NURSING HOME  
MAPLE MANOR  
MEADOW PARK NURSING HOME  
MIDDLESEX TERRACE  
PINEHAVEN NURSING HOME  
ST. RAPHAEL'S NURSING HOME  
TRILLIUM VILLA  
("the Employer")**

**AND**

**LONDON AND DISTRICT SERVICE WORKERS' W O N , LOCAL 220  
("the Union")**

The Union and Employen understand and agree that under current pension legislation and/or regulations the Employers have no requirement to fund my deficit in Plan but are required to contribute only that amount as required by the Collective Agreement then in force between the parties.

DATED at London this 3<sup>rd</sup> day of October 1995

**FOR THE HOMES**

David J. Smith  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

Amy Allen  
Neil Paine  
\_\_\_\_\_

Dee Whittaker

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

CHATEAU GARDENS QUEENS  
CHATEAU GARDENS AYLMER  
CHELSEY PARK OXFORD  
**COUNTRY TERRACE**  
**DELHI NURSING HOME**  
MAPLE MANOR  
MEADOW PARK NURSING HOME  
MIDDLESEX TERRACE  
**PINEHAVEN NURSING HOME**  
**ST. RAPHAEL'S NURSING HOME**  
**TRILLIUM VILLA**  
**("the Employer")**

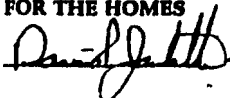
**AND**

**LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220**  
**("the Union")**




It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution Plan.

DATED at London, this 3<sup>rd</sup> day of Oct, 1995

**FOR THE HOMES**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

**APPENDIX "D"****LETTER OF UNDERSTANDING****BETWEEN**

CHATEAU GARDENS QUEENS  
 CHATEAU GARDENS AYLMER  
**CHELSEY PARK OXFORD**  
**COUNTRY TERRACE**  
 DELHI NURSING HOME  
 MAPLE MANOR  
 MEADOW PARK NURSING HOME  
 MIDDLESEX TERRACE  
 PINEHAVEN NURSING HOME  
**ST. RAPHAEL'S NURSING HOME**  
**TRILLIUM VILLA**  
 ("the Employer")

AND

LONDON AND **DISTRICT SERVICE WORKERS' UNION, LOCAL 220**  
 ("the Union")

The Union agrees that the **Trustees** appointed by them shall ensure that the funds transferred from the Employers for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

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

DATED at London this 3<sup>RD</sup> day of October, 1995

FOR THE HOMES

David J. [Signature]  
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 \_\_\_\_\_  
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FOR THE UNION

Mary [Signature]  
[Signature]  
 \_\_\_\_\_  
[Signature]  
 \_\_\_\_\_

**APPENDIX "E"****PENSION PLAN FOR EMPLOYEES  
OF  
PARTICIPATING ONTARIO NURSING HOMES****SECTION .01**

Commencing the first full pay period after January 12, 1993, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque ~~M~~ amount equal to four percent (4%) of applicable wages to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

**SECTION .02**

The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

**SECTION .03**

Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed 975 hours of service.

**SECTION .04**

The Employer and employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

**SECTION .05**

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

**SECTION .06**

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information required pursuant to the **Pension Benefits Act**, 1987, which the Administrator may reasonably require. In order to properly record the process pension contributions and pension benefits,



DATED at London this 3<sup>rd</sup> day of October, 1945

FOR THE HOMES

*David Galt*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

*George Kelly*  
*W. A. Nelson*  
\_\_\_\_\_  
\_\_\_\_\_  
*Lee Whittaker*

**APPENDIX "F"****LETTER OF UNDERSTANDING****BETWEEN**

**CHATEAU GARDENS QUEENS  
 CHATEAU GARDENS AYLMER  
 CHELSEY PARK OXFORD  
 COUNTRY TERRACE  
 DELHI NURSING HOME  
 MAPLE MANOR  
 MEADOW PARK NURSING HOME  
 MIDDLESEX TERRACE  
 PINEHAVEN NURSING HOME  
 ST. RAPHAEL'S NURSING HOME  
 TRILLIUM VILLA  
 ("the Employer")**

**AND**

**LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
 ("the Union")**

The information pursuant to 22:09 (7) of the Collective Agreement may be provided by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the plan. If the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party (such as a firm of accountants or auditors) shall be retained at the expense of the Plan to obtain such information from the Employer's files and the cost of such third party shall be borne by the plan.

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

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

For further specificity, the items required for each eligible employee by Article 17 of the Agreement are:

**A. To be provided once only at Plan commencement:**

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

**B. To be provided with each remittance:**

Name  
 Social Insurance Number  
 Monthly Remittance

**C. To be provided once, and if status changes:**

Address as provided to the Home  
 Termination date when applicable

**D. To be provided once if they are readily available:**

Gender  
 Marital Status

DATED at London, this 3<sup>RD</sup> day of OCTOBER, 1995

FOR THE HOMES

*David J. [Signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FOR THE UNION

*Chancy Alley*  
*[Signature]*  
 \_\_\_\_\_  
*Ken Wuttaker*  
 \_\_\_\_\_

**APPENDIX "G"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CHATEAU GARDENS QUEENS  
CHATEAU GARDENS AYLMER  
CHELSEY PARK OXFORD  
COUNTRY TERRACE  
DELHI NURSING HOME  
MAPLE MANOR  
MEADOW PARK NURSING HOME  
MIDDLESEX TERRACE  
PINEHAVEN NURSING HOME  
ST. RAPHAEL'S NURSING HOME  
TRILLIUM VILLA  
("the Employer")**


**AND**

**LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220  
("the Union")**

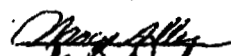
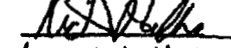
- 1) The parties acknowledge that the Union designated Pension Plan for Employees of Participating Ontario Nursing Homes (the "Plan") was not registered with the Ministry of National Revenue or the Pension Commission of Ontario on May 1, 1989.
- 2) Notwithstanding such non-registration, the Employer and employees have made and shall continue to make such contributions, as set out in the Collective Agreement.

DATED at London, this 3RD day of October, 1995

FOR THE HOMES

  
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FOR THE UNION

  
  
Len Wurtaker

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