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|-------------------|-------|-------|
| SOURCE | Comp. | |
| EFF. | 97 | 04/01 |
| TERM. | 98 | 03/31 |
| No. OF EMPLOYEES | 120 | |
| NOMBRE D'EMPLOYÉS | 95 | |



COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**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")**

EXPIRY DATE: MARCH 31, 1998

10985(02)

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COLLECTIVE AGREEMENT

Between

**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 co-ordinator, 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, upgrading, 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 the Union, or any other reason.

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 employees 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 Fifteen (15) minutes will be made available to new employees during working hours within the first 30 days of employment for a Union Representative to interview such employees.
- 4:04 The Employer shall deduct from the first pay in each month, Union dues as set forth in the Constitution and By-laws 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 were 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 slips 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 any 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. The party requesting such a meeting shall supply an agenda and the other party shall include its agenda items in its response.
- 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 any 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 or 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 or 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 treated 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 Records of disciplinary action will be removed from an employee's personnel record files after eighteen (18) months from the date of discipline except in the case of incident(s) involving third party interface (e.g. residents and families) where the record(s) will remain on file. Annual or period "Employee Evaluations" shall not be used as part of disciplinary actions taken against employee(s).

ARTICLE 10 - SENIORITY

10:01 A new employee will be considered on probation until after he/she has completed forty-five (45) days of work within twelve (12) 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.

10:02 Employees will be regarded as probationary employees until they have acquired seniority as above, provided however, that an employee shall be entitled to the assistance of the Union in settling a grievance. An employee may only be discharged for just cause, except that an employee who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the nursing home, but which action may be taken up as a grievance.

10:03 Both parties recognize the principle of promotion within the service of the Employer and that job opportunity 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 in May and November of each year. If there are no written complaints concerning the seniority list in the six (6) months following its posting, the list shall be deemed to be accurate.

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 credit 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; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence while on W.C.B.

ARTICLE 12 - JOBSECURITY

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 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 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 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 sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the employer (which notification shall be deemed to have been received 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.

12:09 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.

12:10 Work of the Bargaining Unit

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

ARTICLE 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 all 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 practise 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 Home 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 (1½) the regular rate of pay for each such call-in. This clause will not apply to voluntary additional tours worked by part 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, an employee shall be paid for 7½ hours, notwithstanding the fact they have worked either 6½ hours or 8½ hours.

13:12 Part Time Employees Scheduling:

Parttime 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 part time work.

It is understood that part time employees shall be on call and called in to replaced 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 part 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 a holiday if scheduled to do so, except where absence is due to illness or injury as (a) above.
- d) If an employee has met the qualifiers in 14:02 (a), (b) & (c) they are deemed to have qualified for lieu days pay.
- 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) day 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 based 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 based 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 bi-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) weeks 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) weeks of vacation with pay based on 4% of gross earnings.

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

1. Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eight (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary.
2. Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
3. Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.
4. Weekly indemnity plan for new employees to be effective on completion of the probation period. For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees Home.
 - a) Weekly Indemnity participation is voluntary for all employees.
 - b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
 - c) An employee who **does** not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in November and May each year subject to evidence of insurability satisfactory to the carrier.
 - d) Notwithstanding (c) above;

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

5. Full-time/Part-time Sick Leave Transfers

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

16:02 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.

This provision is available only to employees who, on or before August 1, 1997, would have been eligible for cash. The amount eligible for cashout is modified by the Letter of Understanding attached to this agreement.

16:03 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.

16:04 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.

16:05 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.

16:06 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 earnings 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 premiums 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 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 weeks in duration and shall, in all cases, be

completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- e) For the purposes of parental **leave** under Article 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 and Witness Duty

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

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

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 write 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 billed 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.

8:06 Where they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to the length of employment subject to the following conditions:

(a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.

(b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the maternity/adoption provisions, credit for service for 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 of one (1) year of 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.
- (e) Notwithstanding the above, where an employee is absent and in receipt of Workers' Safety and Insurance Benefits, the Employer will continue for up to twelve (12) months from the date of the injury, to provide the health and welfare benefits in which the employee is participating at the time of the injury, provided only that the employee pay any premium share required under this agreement.

18:07 The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth. The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.

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 prorated 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 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 injured 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 seven y-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 hour 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.

19:06 Effective for the start of the month following the release of the award, the employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards the cost of the benefits contained in this Agreement.

ARTICLE 20 - WORKERS' COMPENSATION

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

- (a) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.

- (b) Provided that the employee returns to work within fifty-two (52) 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 year's vacation entitlement under the terms of the Agreement.

20.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

20.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the **job** posting procedure Article 25 of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

20.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 10 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.

20.05 (a) If a full time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to two (2) full years mentioned in Article 20:04 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).

20.06 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 that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability **by** bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

20.07 **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 (1) 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 this sick leave plan, **Article 16**. Payment under this Article will ~~only~~

be provided if the employee provides evidence of disability satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the 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 16. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 21 - PENSION

21:01 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:

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

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

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

All other payments, premiums allowances etc. are excluded.

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

21:02 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.

21:03 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.

21:04 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 toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

21:05 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and **pension** benefits.

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

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

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

For further specificity, the items required for each eligible employee by Article 26:05 of the agreement are:

A. To be Provided Once Only at Plan Commencement

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

B. To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

C. To be Provided Once, and if status Changes

Address to be provided to the Home
Termination Date when applicable

D. To be Provided Once if they are Readily Available

Gender
Marital Status

ARTICLE 22 - SHIFT PREMIUM

22:01 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 23 - UNIFORM ALLOWANCE

23:01 All full time employees will be paid a uniform allowance of \$8.00 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.

23:02 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 24 • UNION BULLETIN BOARD

24:01 The Employer will provide, in a central convenient location accessible by all employees, a bulletin board for Union notices, etc.

ARTICLE 25 • JOB POSTING

25:01 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.

25:02 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.

25:03 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.

25:04 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.

25:05 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 26 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

26:01 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.

26:02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards

elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.

26:03 Two (2) representatives of the joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

26:04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of 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.

26:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

26:06 **Residents Having Serious Infectious Diseases**

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

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

ARTICLE 27 - JOB ASSIGNMENT/TRANSFER

27:01 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.

27:02 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.

27:03 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 first 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 28 - RESPONSIBILITY ALLOWANCE

28:01 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 29 - TERM OF AGREEMENT

29:01 This Agreement shall become effective April 1, 1995 to March 31, 1998 inclusive.

29:02 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.

29:03 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.

ARTICLE 30 - JOB SECURITY

30:01 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 31 - NO PYRAMIDING

31:01 In no event shall there be any pyramiding of benefits or payments except as otherwise provided for in this Collective Agreement.

ARTICLE 32 - WAGES - WAGE SCHEDULE - RETROACTIVITY

32:01 (a) 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.

(b) 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 (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

32:02 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.

32:03 Retroactivity

(a) The increases to the wages shall be effective April 1, 1995 to March 31, 1998 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro rata adjustment to their remuneration from their date of 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 employees within sixty (60) days of the date of the Award 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 26, 1997, interest

shall be paid at the current bank rate on this total amount of the retroactive payment.

ARTICLE 33 - PART TIME EMPLOYEES ADDENDUM

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

33:01 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.


33:02 Part time employees shall progress from start to probationary wage rates as full time, to the one (1) year at 1800 hours worked or 1 1/2 years, whichever is first and to the two (2) year rate at 3600 hours worked or three (3) years, whichever is first.

ARTICLE 34 - MISCELLANEOUS


34:01 The Employer will provide the Union with a copy of the Collective Agreement on a computer diskette.

DATED at LONDON, Ontario this 11 day of December, 1998.

FOR THE EMPLOYER



FOR THE UNION



SCHEDULE "A"

| <i>Effective April 1, 1997</i> | | | | |
|---|--|----------|--------|--------|
| Classification | Start | 3 Months | 1 Year | 2 Year |
| Kitchen/ Laundry/ Housekeeping Aide * | 12.32 | 12.59 | 12.82 | 13.11 |
| Assistant Cook * | 13.27 | 13.44 | 13.61 | 13.85 |
| Certified Cook * | 13.54 | 13.71 | | |
| janitor * | 12.72 | 12.97 | 13.11 | 13.52 |
| HCA (Nursing Home) | 12.81 | 13.06 | 13.33 | 13.64 |
| HCA (Retirement Lodge)* | 12.45 | 12.71 | 12.98 | 13.28 |
| RPN (Nursing Home) | 14.27 | 14.54 | 14.82 | 15.06 |
| RPN (Retirement Lodge)* | 13.92 | 14.19 | 14.46 | 14.71 |
| NOTE: | This wage grid is on a without prejudice basis as the parties are presently in dispute before the Commission as to the pay equity entitlements of employees working in these (*) classifications. | | | |

LETTER OF UNDERSTANDING

BETWEEN

MEADOW PARK NURSING HOME
("the Employer")

AND

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

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

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

The frozen cashout plan will be replicated in the Letter of Understanding amended only to reflect that it applies only to employees on staff as at August 1, 1997 (or date of implementation if earlier) and that the cashout formula applies to monies remaining in the sick leave bank.

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

DATED AT London, this 11 day December, 19 98

FOR THE EMPLOYER

[Signature]

FOR THE UNION

[Signature] - Chair

