



SOURCE	Company		
EFF.	95	04	04
TERM.	98	03	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	CB		

COLLECTIVE AGREEMENT

BETWEEN

TRILLIUM VILLA NURSING HOME

(hereinafter called the "Employer")

OF THE FIRST PART

-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")

OF THE SECOND PART

EXPIRY DATE: MARCH 31, 1998

ENTERED
[Signature]

RECEIVED
MAY 13 1998

11405 101

FOR YOUR INFORMATION

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 helps members who are off work due to illness. Please make sure illnesses of 14 days or more duration are reported to the Union Chairperson or Secretary-Treasurer so that a gift may be sent to the member.

UNION OFFICES

228 Clarence Street, London, Ontario
Phone: 432-2661

226 King Street South, Waterloo, Ontario
Phone: 745-4031

900 Devine Street, Sarnia, Ontario
Phone: 344-2123

Robert Buchanan, Union Representative
Dennis Hillier, Director
Roy Jacques, Union Representative
Ken McLeod, Union Representative
Mike Morin, Research Representative
Colleen Redmond, Union Representative
Brenda Rehkopf, Union Representative
Jeff Rooney, Union Representative
Elizabeth Traicus, Counsel
Lin Whittaker, Union Representative

Leslie Edwards
Stana Edwards
Neghesti Haile
Sheila Johnston
Jan Loveys
Janice Morphy
Irene Scully
Monica Summers
Renata Tichy

GRIEVANCE PROCEDURE

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?

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COLLECTIVE AGREEMENT

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OF THE FIRST PART

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.I.C.**

(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Union by certificate dated **January 24, 1978** is the certified bargaining agent of all employees of Trillium Villa Nursing Home at **Sarnia**, **save and except** supervisors, persons above the rank of supervisor, registered nurses, persons **regularly** employed for not more than **24** hours per week, students employed during the school vacation period and office staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

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 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 - UNION RECOGNITION

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

- 2:02 The Employer and the Union agree that there shall be no discrimination, interference restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, 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 membership or activity in the Union
- 2:03 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
- 2:04 The Employer will supply the Union Office, the Union Committee members and each Steward with a list of department heads, supervisors, members of the management committee and other persons with authority The list will be adjusted when changes occur.
- 2:05 It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the masculine pronoun is used in this Agreement it shall be deemed to include the feminine pronoun, and vice-versa, where the context so requires.

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 Nursing 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, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory hiring, transfer, lay-off, 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 REPRESENTATION

- 4:01 The Union shall elect or otherwise select a Union Committee composed of three (3) members and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including negotiations for or renewal of any Agreement.
- 4:02 The Union shall elect ~~or~~ otherwise select six (6) stewards.
- 4:03 The Union Committee shall have the right at any time to have the assistance of representatives of London and District Service Workers' Union, local 220 when meeting with the Employer or the Employer's representatives. Such representatives shall have access to the Employer's premises to discharge such duties as a representative of the Union at a reasonable time to allow the attendance of all parties involved.
- 4:04 The Union recognizes that members of the Union Committee and Stewards have regular duties to perform on behalf of the Employer and such persons will not leave their duties without first obtaining permission from their immediate Supervisor. Such permission will not be unreasonably withheld and on completion of such Union Business such persons shall report back to that Supervisor.
- 4:05 Each member of the Union Committee shall receive his regular pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with representatives of the Employer before and after, but not during the conciliation process.
- 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 purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representative of the Employer, whether on or outside the Employer's premises, for which permission has been granted.
- 4:06 The Union agrees to supply the Employer with the names of the Stewards and Union Committee Members and will keep such list up to date at all times.
- 4:07 The Employer on request shall make available to the Union job descriptions of all positions in the bargaining unit.

- 4.08 Copies of all rules or regulations adopted by the Employer which affect the members of the Union are to be forwarded to Local 220 prior to posting on all Bulletin Boards
- 4.09 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 of either party and will take place during working hours where possible. The party requesting such a meeting shall supply an agenda and the other party shall include its agenda items in its response

ARTICLE 5 - COMPLAINT PROCEDURE

In dealing with complaints and grievances throughout the following procedures, each of the parties will make every effort to adhere to the time limits as specified. Either party may request time extension in writing, giving adequate reasons, and both parties agree to give full consideration compliance with such requests. The limits shall be computed by excluding Saturday, Sunday, Paid Holidays, regular days off and vacation time

- 5.01 If an employee has a complaint, within ten (10) working days of the incident giving rise to the complaint, he or she, shall directly through a Steward, discuss it with the immediate Supervisor who shall reply within 24 hours. Failing settlement, a grievance may be lodged by the employee within five (5) working days following the reply of the immediate Supervisor.

ARTICLE 6 - GRIEVANCE PROCEDURE

Definition

For the purpose of this Agreement "Grievance" is defined as a dispute, claim, or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable or a case where the Employer has acted improperly or unjustly.

The Grievance Procedure shall be as follows:

- 6.01 Step 1
The aggrieved employee shall present his grievance in writing to his immediate Supervisor. The Steward of the aggrieved employee shall also be present when the grievance is presented to the immediate Supervisor. If a settlement satisfactory to the employee concerned is not reached within three (3) working days or any longer period which may be mutually agreed upon at the time, the grievance may be presented as follows at any time within three (3) working days thereafter
- 6.02 Step 2
Failing a satisfactory settlement in Step 1, the aggrieved employee, accompanied by the Steward, may present his grievance to the Administrator or in the Administrator's

absence his designate who shall consider it in their presence. Should no settlement satisfactory to the employee be reached within three (3) working days the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

6:03 Step 3

Failing a satisfactory settlement in Step 2, the grievance may be submitted to the Employer for discussion at a special meeting of the Union and Management Committees to be arranged within 10 working days of receipt of the notice. The decision of the Management Committee will be made known in writing within five (5) days from the date on which the special meeting was held under Step 3 and, failing a satisfactory adjustment the grievance may then be referred to arbitration within 30 days.

6:04 Where two or more employees have a grievance of a similar nature, the Union may initiate such grievances as a group grievance at Step 3 of the Grievance Procedure, provided such group grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance.

6:05 Where an employee is subject to a suspension or discharge penalty, he shall be entitled upon his request to have a Steward or Union Committee person present when the disciplinary action is taken, provided that a Steward or a Committee person is readily available to attend. It is the Employer's responsibility to inform the employee of his right to request such representation.

ARTICLE 7 - ARBITRATION PROCEDURE

7:01 If either party request that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party shall name a nominee provided however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of ten (10) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a Chairman.

← —

7:02 Each of the parties shall pay the expense of their own nominee and one-half of the fees and the expenses, if any, of the Chairman.

7:03 Proceedings before the arbitrators shall be expedited by the parties hereto. The

decision of the Board of Arbitration shall be final and binding on both parties to this Agreement

- 7:04 Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator then the cost of such arbitrator shall be shared equally by the parties.
- 7:05 At any stage of the Complaint or Grievance Procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses and all reasonable arrangements will be made to permit the contending 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 function of the Home
- 7:06 The Board of Arbitration shall not have jurisdiction or authority to alter or modify any provision of this Agreement, or to substitute any new provision in lieu thereof
- 7:07 An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he deems just and equitable.

ARTICLE 8 - POLICY GRIEVANCE

- 8:01 It is mutually agreed that if either the Employer or the Union have a grievance, as defined in Article 6 - Grievance Procedure, the grievance may be initiated at Step 3, of the Grievance Procedure, as a Policy Grievance. provided such policy grievance is presented in writing within fourteen (14) calendar days of the incident giving rise to the grievance.
- 8:02 The Union Committee and the Employer shall meet at a time mutually agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. The party requesting such a meeting shall supply an agenda of the matters to be discussed and the meeting between the parties will be held within 14 days following the request for such a meeting.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 9:01 An employee may only be discharged for just cause, except that an employee who has not complete 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

- 9:02 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 at a special meeting with the Management Committee at Step 3 of the Grievance Procedure.
- 9:03 In the event the Employer initiates a disciplinary action against an employee which may result in the suspension or discharge of the employee, the following procedure shall be followed:
- 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 Representative from Local 220.
- 9:04 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 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.
- 9:05 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.
- 9:06 An employee, shall, upon written request be granted the opportunity to view his/her personal file. **Information** to be viewed will be:
1. Application form.
 2. Written warnings and evaluations.
 3. Incident reports.
 4. Medical file.

ARTICLE 10 - UNION SECURITY

- 10:01 All employees covered by this Agreement shall have Union dues deducted monthly as a condition of **employment**.
- 10:02 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.

- 10 03 All new employees covered by this Agreement who voluntarily become members of the Union after three weeks of employment shall remain members in good standing for the duration of their employment as a condition of employment
- 10 04 New Employees Time will be made available without loss of pay during the first month of employment for a Union Representative to meet for 15 minutes with each new employee during regular working hours The meeting will take place within the first thirty (30) days of employment
- 10 05 The Employer shall send to the Union office each month a list of names, addresses and classifications of all new employees and the names and current addresses of those employees who have terminated employment.
- 10 06 The Employer agrees during the lifetime of this Agreement to deduct Union Dues from the first pay due each calendar month and to remit same not later than the 15th day of the following month to the Secretary-Treasurer of the Local Union The Employer shall when remitting such dues, list the names, and classifications of the employees from whose pay such deductions have been made.
- 10 07 New employees shall have deductions for Union Dues made from the first pay of the month following completion of three (3) weeks employment.
- 10 08 T-4 slips issued annually to employees shall show deductions made for Union dues

ARTICLE 11 - SENIORITY

- 11 01 A new employee will be considered on probation until after he/she has completed forty-five (45) days of work within any 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 he/she was last hired by the Employer.
- 11 02 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, appointment shall be made of the applicant with the greatest seniority having the necessary qualifications and ability to perform the work required
- 11 03 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 (January 1st and July 1st of each year) It is agreed that the Chairperson will be advised as soon as an employee commences employment as to their classification and hiring date If there are no written complaints concerning the seniority list in the 6 months following its posting, the list shall be deemed to be accurate

- 11:04 The Employer will supply the Union Committee members and Stewards with sufficient copies of the Seniority List as well as forwarding a copy to the Local Union Office
- 11:05 (a) Part time employees who become full time employees without interruption of continuous service, shall receive seniority credit for their *continuous part time* service based on their date of hire. Full time employees who transfer to part time employment will also carry their seniority credit with them based on date of hire.
- (b) A part time employee will be given a seniority date on the full time employee's seniority list which will reflect her full time seniority determined by her date of hire. A full time employee will be given a seniority date *on* the *part* time employee's seniority list which will reflect her part time seniority *determined* by her date of hire.
- (c) If more than one part time employee commenced employment on the same starting date and if any dispute arises concerning seniority, the number of hours worked will determine seniority.
- (d) For the progression of wages the following formula will apply if an employee transfers from part time to full time or vice versa. 1800 hours worked = 1 year.
- 11:06 No new employees shall be hired until those laid off have been given an opportunity to recall.
- 11:07 An employee shall receive notice of lay-off in accordance with the provisions of the Employment Standards Act.
- 11:08 Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the grievance procedure.
- 11:09 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.
- 11 10 (a) 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.
- (b) 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

11 11 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 remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to 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 wage rate

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided she 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.

11:12 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 purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the 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 after the second date of mailing) and return to work within ten (10) working days after

being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for 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.

11.13 Benefits on Layoff

In the event of layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month, 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.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

- 12.01 All employees in the bargaining units will work a 7½ hour day or shift (75 hours per pay period or as otherwise mutually agreed).
- 12.02 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.
- 12.03 Notwithstanding Article 12:01, some part time employees may be assigned to shifts of shorter duration.
- 12.04 Shifts of work:
 - (a) Nursing Staff - It is agreed that there shall normally be three (3) shifts. The first shift of the day shall commence at 11 00 p.m. and shall finish at 7 00 a.m. The second shift of the day shall commence at 7 00 a.m. and shall finish at 3 00 p.m. The third shift of the day shall commence at 3 00 p.m. and finish at 11 00 p.m. These times may be amended by mutual agreement of the parties in writing.

- (b) Other Staff - For all other staff, the actual hours shall be mutually agreed upon in writing by the parties.
- 12:05 Rest periods of fifteen (15) minutes duration, with pay, will be provided for each employee in each one-half (½) shift of work, wherever possible at the approximate mid-point of the shift
- 12:06 Except where it is possible to schedule straight weekends off, or every other weekend off, employees will be scheduled so as to have every third weekend off, except by mutual agreement between the Employer and employee. The term weekend shall mean Saturday and Sunday
- 12:07 Schedules of work shifts on a four weeks-about basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration 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
- 12:08 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 for work at said time, the employee shall receive work or pay in lieu of work, for four (4) hours during the day
- 12:09 (a) If an 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.
- (b) A full time employee shall be paid at one and one-half (1½) times his/her straight time hourly rate for all hours worked (voluntary) on an assigned day off except if such work is performed as a result of a voluntary switch in hours with another employee.
- 12:10 There shall normally be a minimum of sixteen (16) hours off between shifts of work.
- 12:11 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employees. If lieu time for overtime is agreed to, such lieu time shall be based on 1½ hours for each hour of overtime
- 12:12 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

12.13 Either party may request a meeting for the purpose of discussing amendments to the scheduling procedure in effect and no changes in scheduling shall be made unless mutually agreed upon.

12.14 Employees shall have their preference of shirts in accordance with their seniority, within the classification and providing there is a vacancy on the shirt requested.

12.15 Where a full time bargaining unit employee is absent from work on an approved leave of absence, which includes maternity/adoption leave and Worker's 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.

12.16 Full Time - Part Time Ratio

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

ARTICLE 13 - PAID HOLIDAYS

13.01 Every employee who regularly works for more than 66 hours bi-weekly will be credited with pay computed at straight time for each of the following holidays:

- | | |
|-------------------------|------------------|
| New Year's Day | Labour Day |
| Third Monday - February | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

For an employee who regularly works 66 hours or less, the Employer shall recognize the aforementioned as paid holidays and the employee will be credited with pay based on the proration formula set out in Article 18:00.

13.02 la) In order to qualify for holiday pay, an employee must work the scheduled shift immediately preceding and the scheduled shift immediately following the paid holiday, and in addition a part-time employee must work 10 days in the previous 28 days, unless excused because of illness or for other reasonable excuse. Employees absent on unpaid sick leave or approved leave of absence without pay shall be entitled to be paid only for those holidays which fall in the first thirty (30) days of such absence.

- (b) If an employee has met the qualifiers in 13:02 (a), they are deemed to have qualified for lieu day(s) pay
- 13:03 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless excused because of illness or for other reasonable excuse
- 13:04 Full time employees required to work on a paid holiday shall receive either
- (a) Pay at the rate of time and one-half (1½) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay,
- or
- (b) Pay at the rate of time and one-half (1½) the employee's regular rate of pay for work performed on such holiday and, a lieu day off with pay. Such lieu day off to be taken thirty (30) days before or thirty (30) days after the holiday.
- 13:05 If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee shall receive a day's pay or the employee will be credited with an additional day off with pay which may be added to his or her vacation or taken within thirty days following the said paid holiday or, at a time that is mutually agreed upon between the Employer and the employee.
- 13:06 In place of the lieu day provision, employees may opt to accumulate up to five (5) paid holiday lieu days per year, to be taken at another time, as may be mutually arranged with the Employer. Accumulated lieu days cannot be taken between December 23rd -January 2nd.
- 13:07 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holiday where the minority of the hours worked falls within the holiday shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.
- 13:08 Employees will receive either Christmas Day time or New Year's Day time off. This time will include at least the day before or the day after the Holiday. In scheduling time off, the Employer will consider the wishes of the employees in order of seniority.

ARTICLE 14 - VACATIONS

14 01 Effective January 1, 1992 and to be taken in the vacation year 1992, 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 service as follows.

- (a) Subject to Article 14 07, all 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 four percent (4%) of gross earnings for the period worked and all employees who have more than one (1) year of continuous service but less than three (3) years of continuous service as of June 30th shall receive two (2) weeks vacation with pay at four percent (4%) of gross earnings for the vacation year.
- (b) Subject to Article 14 07 all employees who have completed three (3) years or more of continuous service as of June 30th. shall be granted three (3) weeks vacation with pay at six percent (6%) of gross earnings for the vacation year
- (c) Subject to Article 14:07 all employees who have completed eight (8) years or more of continuous service as of June 30th, shall be granted four (4) weeks vacation with pay at eight percent (8%) of gross earnings for the vacation year
- (d) Subject to Article 14 07 all employees who have completed fifteen (15) years or more of continuous service as of June 30th. shall be granted five (5) weeks vacation with pay at ten percent (10%) of gross earnings for the vacation year

14 02 Effective January 1, 1992 and to be taken in the 1992 vacation year, employees who regularly work sixty-six (66) hours or less bi-weekly shall receive vacation benefits for the vacation year as follows.

<u>Total Hours worked as of June 30th</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours worked	Four percent (4%) of gross earnings for the vacation year
1800 to less than 5400 hours worked	Two (2) calendar weeks' vacation with pay at four percent (4%) of gross earnings for the vacation year
5400 to less than 14,400 hours worked	Three (3) calendar weeks' vacation with pay at six percent (6%) of gross earnings for the vacation year

14,400 to less than 27,000 hours worked	Four (4) calendar weeks' or vacation with pay at eight percent (8%) of gross earnings for the vacation year.
27,000 hours or more worked	Five (5) calendar weeks' vacation with pay at ten percent (10%) of gross earnings for the vacation year.

14.03 For purposes of implementing the new vacation scheme the following principles shall apply

- (1) No employee to lose vacation entitlement.
- (2) There shall be no recovery of any vacation pay from any employee who as of April 19, 1989 has already taken her vacation for 1989 and would be entitled to less vacation pay under the terms of this Agreement then prior to April 19, 1989.
- (3) Employee who **did** not accrue based on hours before the transfer shall be placed on the new scheme based on 1 year - 1800 hours worked

14.04 Employees going on vacation shall receive their vacation pay prior to the start of their vacation and vacation pay will be for only the amount of vacation time taken.

14.05 (i) Employees may request their vacation on a vacation schedule posted from January 1st to April 15th.

(ii) Vacation requests will be approved on a vacation schedule by May 15th.

(iii) In scheduling vacations, the Employer will consider the wishes of the employees in order of seniority. However, after May 15th, an employee requesting vacation cannot use her/his seniority to bump a junior employee from the approved vacation schedule.

(iv) Vacation is to be taken in the calendar year.

14.06 Vacations shall normally be scheduled between May 1st and September 30th, but may be taken at any time mutually agreed upon, throughout the year. Employees will receive either Christmas Day time or New Year's Day time off, it being understood that to accommodate this revised schedule an employee's regular rotation may be waived during the period December 18th to January 18th.

- 14 07 Employees who have been absent without pay for any reason, except Workers Compensation, in the vacation eligibility year of July 1, to June 30, shall receive a pro-rata deduction in their vacation pay entitlement.
- 14 08 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.
- 14 09 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
- 14 10 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continuous 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 14 05.
- 14 11 Vacation day(s) may be taken one (1) day at a time when suitable to the employee, during the week only and up to seven (7) days per year

ARTICLE 15 - SICK LEAVE

- 15 01 (1) Implementation of a weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar days 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 January and July each year subject to evidence of insurability satisfactory to the carrier.
 - (d) Notwithstanding (c) above:
 - (i) an employee who averages over sixty-six (66) hours paid in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting
 - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately period, may enrol at the commencement of the next sign up period. without evidence of insurability.

(5) Full-time/Part-time Sick Leave Transfer

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.

In addition, the parties will attach a Letter of Understanding to the Collective Agreement which provides that 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 day's pay.

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.

- 15:02 Whenever possible, any employee absenting himself 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) hour 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.
- 15:03 An employee must notify her department head (or designate) daily unless she has given prior notice of her anticipated date of return.
- 15:04 This provision is available only to full time employees who, on or before August 1, 1997, would have been eligible for cash out. The amount eligible for cash out is modified by the Letter of Understanding attached to this agreement.

When an employee as defined above terminates her employment, she shall be entitled to an amount equal to her salary, wages or other remuneration for one quarter of the number of sick leave days standing to her credit at that time in the frozen sick leave bank.

- 15:05 Absence or injury compensable under the provision of the Workers' Compensation Act or Unemployment Insurance shall not be charged against sick leave credits.
- 15:06 Upon each pay period, the Employer shall include the employee's total sick day accumulation on pay stubs.

ARTICLE 16 - PERSONAL LEAVE

- 16:01 Leave of absence for personal reasons may be granted by the Employer, 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 month prior to the commencement of the leave, and must state the date of leaving and the date of return.

In case of compassionate leave for emergency as much notice as possible is requested.

16:02 Bereavement Leave - Standardize

- a) Upon the death of an employee's spouse, child or stepchild, an employee

shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

- 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 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 or 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.

16:03 Pregnancy/Parental Leave

Preamble

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

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 16:03 Parental Leave.

- (d) Notwithstanding Article 16 03 (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 riot 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

- (e) An employee who does not apply for leave of absence under Article 16 03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 16 03 (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
 - (f) 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.
 - (g) 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.
- (h) 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 (g).
 - (i) 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.

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

(l) Parental Leave

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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
- (v) For the purposes of parental leave under (l) Parental Leave, the provisions under (a), (f), (g), (h), (i), (j) and (k) shall also apply.

16.04 Union Leave

Upon notification of 14 days to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and

benefits

16:05 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 17 - HEALTH AND WELFARE

17:01 All health and insurance benefit premium costs paid by the employer shall prorate in accordance with the proration formula as set out in Article 18

Subject to Article 17, the Employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours bi-weekly (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions

17:02 The Employer agrees to pay 100% of the billing rate of the Ontario Hospital Insurance Plan (OHIP) for all employees eligible under the plan

17:03 The Employer agrees to pay 100% of the billing rate of the Group Life Insurance Plan in the amount of \$20,000 term life insurance

17:04 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 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

17:05 It is agreed that the Employer will maintain an employee's Health and Welfare program until the end of the first full month following any leave of absence. Thereafter the Employer will continue to maintain the program with the employees repaying the Employer for the succeeding months

17:06 Effective the first month following satisfaction of enrolment requirement and subject to requirements of the carrier

(a) Eligible employees who have so elected shall be entitled to participate in

Group Dental Plan (equivalent to Blue Cross Plan #9) based on the current C.D.A. fee schedule.

- (b) The Employer shall contribute fifty percent (50%) of the billed premium on behalf of eligible, participating employees under the Plan in the employment of the Employer.

17 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

17 08 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 months, whichever is greater or
- (b) receiving Workers' Compensation, effective April 19, 1989, for an absence of up to six months. This change shall not effect any employees absent on WCB on that date

17 09 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 or for a period of 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.

17.10 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 enroll in a plan subject to carrier approval but will not be immediately eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year.

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

(a)	Life	When coverage approved
(b)	Dental	*\$200.00 maximum benefit/covered person
(c)	EHC	
(1)	Drugs	*\$150.00 maximum benefit/covered person
(2)	Vision & Hearing Aids	No benefit during first six (6) months

*During first twelve (12) months of coverage.

17.11 UIC Rebate

Effective for the start of the month following the release of the award, the employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this

agreement

ARTICLE 18 - PRORATION OF BENEFITS

18.01 Effective May 1, 1989 accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorate 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 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-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy five (75) hours

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 worked - 4 hour shift = 4 hours pay)
- (b) Vacation pay - percentage of earnings.

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 proration 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.

ARTICLE 19 - PENSION PLAN

19:01 **"Plan"** means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

All other payments, premiums allowances etc. are excluded

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

19:02 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

19:03 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

19:04 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 in 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

- 19.05 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 20 - SHIFT PREMIUM

20:01 The Employer agrees to pay all employees an off shift premium of thirty-three (33) cents per hour for all hours worked on a shift other than the normal day shift hours. No pyramiding or duplicate payment of premiums will occur, so that this premium will not apply where another premium is operative.

ARTICLE 21 - JOB SECURITY

- 21 01** The Employer agrees to notify the Union in advance of any technological changes which the Employer has decided to introduce which will change the status of employees within the bargaining unit. The Employer also agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.
- 21 02** The 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 22 - TRANSPORTATION

22 01 Employees who use their personal vehicle for the authorized use of the Employer shall be paid fifteen (15) cents per kilometre.

ARTICLE 23 - UNIFORM ALLOWANCE

- 23.01 All full time employees shall be paid a uniform allowance of \$8.00 per month. The uniform allowance will be paid every six (6) months in the amount of \$48.00. All part time employees shall be paid a uniform allowance of \$4.00 per month. The uniform allowance will be paid every six months in the amount of \$24.00.
- 23.02 All employees will be allowed to purchase uniforms of their own choosing; the choice of wearing pantsuit uniforms will be at the employees option.
- 23.03 Employees may wear shorts without pantyhose during the months of June 1 to September 30.

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 or any new jobs created, shall be posted on all bulletin boards for a period of seven (7) days

It is understood that with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting

- 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 and ability to perform the work required
- 24.03 In the event the successful applicant within thirty (30) working days of commencing work in the posted position or such longer period as may be mutually agreed upon in writing, proves unsatisfactory or requests a return to his former position, he shall be returned to his 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 Where an employee has successfully bid for a job posting involving interdepartmental transfer and qualified under Article 24.03 no further bid for interdepartmental transfer will be considered for a 3 month period

It is understood a successful applicant for an interdepartmental transfer cannot bid back on a vacancy resulting from the original job posting

ARTICLE 25 - BULLETIN BOARDS

25 01 The employer will provide two (2) bulletin boards in mutually satisfactory locations for the convenience of the Union in Posting notices of Union activity

ARTICLE 26 - JOB ASSIGNMENTS

26 01 An employee called on to perform duties in a higher rated category for four hours or more in a shift shall be paid the rate of pay equivalent to the employee's seniority standing with the Employer ie Start - Probationary Period - 1 Year and 2 Years

26 02 Any employee called, to replace an absent employee, within the first 1/2 hour of the shift to be covered, and arriving within the first hour, shall, provided the shift is completed, be paid for the full shift

26 03 If an employee is called into work to replace an absent employee, the employee must work in the area of the employee being replaced. Seniority notwithstanding the work assignment is not to be changed by anyone except the immediate Supervisor or department head

26 04 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 27 - TRANSFERS

27 01 When an employee transfers or is transferred from one department or classification to another department or classification where the wage rate is equal to or higher he or she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee he shall receive the corresponding rate vertically in the new classification

27:02 When an employee who is transferred to a higher category has recent past experience with the Employer which is relevant to the higher category, the Employer shall give the employee credit for all of such experience up to the maximum for the higher rated job.

ARTICLE 28 - WAGES

28:01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this agreement.

- 28 02 If a new job is created during the life of the Agreement or an existing job is modified or abolished and as a result a new job rate is established, the Employer shall meet with the Union Committee within 30 days of the posting of the new job rate. Such rate shall be subject to the full grievance procedure provided such grievance is lodged within 14 days of the meeting between the parties.
- 28 03 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 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.

ARTICLE - 29 - RETROACTIVITY

- 29 01 (a) The increases to the wages shall be effective April 1, 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 rate adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact 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 award or ratification, for all present employees.
- (c) If the Employer has not paid the retroactive payments to present employees within sixty (60) days of the date of award or ratification, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

ARTICLE 30 - JURY AND WITNESS DUTY

- 30 01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Nursing Home, the employee shall not lose regular pay because of such attendance, provided that the employee
- (a) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and

- (c) deposits with the Nursing Home the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

ARTICLE 31 - ACCIDENT PREVENTION - HEALTH AND SAFETY COMMITTEE

- 31 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
- 31 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
- 31 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.
- 31 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
- 31:05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

31.06 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.

31.07 The Employer recognizes the safety concerns of all staff and shall provide later gloves, long sleeved gowns and face masks upon request.

ARTICLE 32 - WORKERS' COMPENSATION

32.01 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 *lie* 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.

32.02 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.

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

32.04 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 11.01 and (c) of Part Time Addendum 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 ability to perform her normal job.

- 32:05 (a) If a full time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim, 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 turned 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 03 above, she shall be returned to her former job or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 11 01 and (c) of Part Time Addendum (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning)
- 32 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

32 07 Workers' Compensation Board Challenge

In the event that the employer challenges a Workers' Compensation Board claim on 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 15. 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 15. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 33 - COPIES OF DISKETTE

- 33:01 The Union will provide the Employer with a copy of the Collective Agreement on a computer diskette.



ARTICLE 34 - TERMINATION

34.01 This Agreement shall become effective April 1, 1995 and shall continue in effect until the 31st day of March 1998 and thereafter from year to year unless amended through negotiations.

34.02 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.

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

DATED at SARNIA, Ontario this 7 day of April, 1998

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE A - WAGES

Department	Effective	Start	Prob.	1 Yr.	2 Yrs
Kitchen	Pay Equity	12 24	12 49	12 76	13 02
	1-Apr-95	12 36	12 62	12 89	13 15
	1-Apr-96	12 45	12 71	12 98	13 24
	1-Oct-96	12 54	12 80	13 07	13 33
	1-Apr-97	12 67	12 93	13 20	13 46
Laundry @ Housekeeping Housekeeping	Pay Equity	12 24	12 49	12 76	13 02
	1-Apr-95	12 36	12 62	12 89	13 15
	1-Apr-96	12 45	12 71	12 98	13 24
	1-Oct-96	12 54	12 80	13 07	13 33
	1-Apr-97	12 67	12 93	13 20	13 46
Maintenance	Pay Equity	12 24	12 49	12 76	13 02
	1-Apr-95	12 36	12 62	12 89	13 15
	1-Apr-96	12 45	12 71	12 98	13 24
	1-Oct-96	12 54	12 80	13 07	13 33
	1-Apr-97	12 67	12 93	13 20	13 46
Laundry Sup.	Pay Equity	12 44	12 65	12 91	13 68
	1-Apr-95	12 56	12 78	13 04	13 82
	1-Apr-96	12 65	12 87	13 13	13 91
	1-Oct-96	12 74	12 96	13 22	14 00
	1-Apr-97	12 87	13 09	13 35	14 14
H C A	Pay Equity	12 39	12 65	12 92	13 21
	1-Apr-95	12 51	12 78	13 05	13 34
	1-Apr-96	12 60	12 87	13 14	13 43
	1-Oct-96	12 69	12 96	13 23	13 52
	1-Apr-97	12 82	13 09	13 36	13 66
R.P.N	Pay Equity	13 82	14 09	14 36	14 60
	1-Apr-95	13 96	14 23	14 50	14 75
	1-Apr-96	14 05	14 32	14 59	14 84
	1-Oct-96	14 14	14 41	14 68	14 93
	1-Apr-97	14 28	14 55	14 83	15 08
Cook	Pay Equity	13 33	13 50	13 70	13 92
	1-Apr-95	13 46	13 64	13 84	14 06
	1-Apr-96	13 55	13 73	13 93	14 15
	1-Oct-96	13 64	13 82	14 02	14 24
	1-Apr-97	13 78	13 96	14 16	14 38
Assistant Cook	Pay Equity	13 20	13 34	13 53	13 77
	1-Apr-95	13 33	13 47	13 67	13 91
	1-Apr-96	13 42	13 56	13 76	14 00
	1 Oct 96	13 51	13 65	13 85	14 09
	1-Apr 97	13 65	13 79	13 99	14 21

Activity Aide	Pay Equity	12 58	12 85	13 11	13 38
	1-Apr-95	12 71	12 98	13 24	13 51
	1-Apr-96	12 80	13 07	13 33	13 60
	1-Oct-96	12 89	13 16	13 42	13 69
	1-Apr-97	13 02	13 29	13 55	13 83

ADDENDUM TO THE COLLECTIVE AGREEMENT

BETWEEN:

TRILLIUM VILLA NURSING HOME

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.I.C.**

OF THE SECOND PART

AND IN RELATION TO:

PART TIME EMPLOYEES

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Trillium Villa Nursing Home at Sarnia regularly employed for not more than 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, as set out in the certificate of the Ontario Labour Relations Board dated January 24, 1978
- B. The foregoing provisions of the collective Agreement shall apply except for Article 15 04 which does not apply to part time employees
- C. An employee will be considered on probation until after he/she has completed 3120 hours of work in the part time bargaining unit 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.
- D. Part time employees shall progress from Start to Probationary wage rate as full time, to 1 year rate at 1800 hours worked or 1½ years, whichever is first; 2 year rate at 3600 hours worked or 3 years, whichever is first.
- E. The scheduling of part time employees shall be made as equitably as possible before posting of the shift schedule, so that all part time bargaining unit employees (employees working twenty-four (24) hours or less per week on the average) 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 replace full time employees who are off work for paid holidays, vacations, leave of absence (paid or unpaid), or sickness.

DATED at SARNIA, Ontario this 7 day of April, 1998

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Angela Smith
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

TRILLIUM VILLA NURSING HOME

and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.

RE: SICK LEAVE CERTIFICATES


In the interim and without prejudice to either parties' view of the issue, the following rules will apply regarding payment for sick leave certificates.

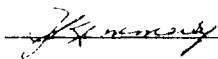
- 1 If the employer requires a sick leave certificate in accordance with past practice of the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
2. In the alternative to 1 above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto

These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the arbitrator.

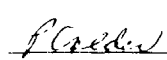
DATED at SARNIA, Ontario this 7 day of APRIL, 1

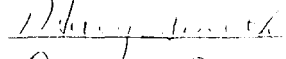
FOR THE EMPLOYER

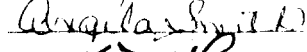





FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN

TRILLIUM VILLA NURSING HOME

- and -

**LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

RE ABUSE POLICY

The parties agree that during the life of this Collective Agreement, they will meet ar discuss their mutual concern regarding the issues of physical and verbal abuse in th workplace. The objective of these meetings is to identify the problem, and determine wa and means by which any such potential violence could be eliminated

DATED at SARNIA, Ontario this 7 day of April, 199

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

TRILLIUM VILLA NURSING HOME

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.

RE: ANNUAL MEDICALS REQUIRED BY THE NURSING HOME ACT

The parties agree that the following will apply, for the interim period and without prejudice to either parties' view of the matter until such time as the issue is resolved by M. Teplitsky

- 1. All existing letters or forms required of employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1, 1993 from all personnel files of employees related to the issue of annual medical examinations.
- 2. 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 until such time as the matter is resolved as noted above. During the interim in the event the Ministry of Health requires verification of an annual medical examination the matter will be forwarded to M. Teplitsky forthwith for a decision.

DATED at SARNIA, Ontario this 7 day of April, 1998

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

TRILLIUM VILLA NURSING HOME

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.I.C.

RE: PAID HOLIDAYS

An employee on WCB absence will not be entitled to holiday pay during such absence

DATED at SARNIA, Ontario this 7 day of April, 1999

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

TRILLIUM VILLA NURSING HOME

- and -

LONDON AND DISTRICT SERVICE WORKERS' UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.I.C.

RE: SHORT TERM LAYOFFS

The parties agree to meet during the term of the agreement to attempt to agree on language which **would** apply to short term layoffs.

DATED at SARNIA, Ontario this 7 day of April, 1998

FOR THE EMPLOYER

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER-OF UNDERSTANDING

BETWEEN

TRILLIUM VII LA 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 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 day's 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 (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 Daenia, this 7 day April, 1998

FOR THE HOME

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Angelashmith
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

TRILLIUM VILLA NURSING HOME

("the Employer")

AND

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Union")

LETTER OF UNDERSTANDING RE TRIAL PERIOD RE CMI REVIEW

The Employer agrees to meet with the Union as part of the Labour/Management process to

-) review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- i) review the importance of charting and charting results on the CMI and CMM
- ii) review the 1997 CMI results and to discuss the implications (if any) of a changed CMI; and
- v) identify and propose alternative to any actions that the Home may be planning

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective agreement

It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement

DATED AT SAENIA, this 7 day APRIL, 1998

FOR THE HOME

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

TRITIUM VILLA NURSING HOME
("the Employer")

AND

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

LETTER OF UNDERSTANDING RE: PENSION

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

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

2 The Union undertakes to consult with the Employer prior to effecting any changes in administration of the Pension Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three (3) members from each side

3 In consideration of the Employer forthwith paying contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which may arise from the failure to collect employee matching contribution

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

5 The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by legislation, whichever is the most frequent

DATED AT BARNIA, this 7 day APRIL, 1998

FOR THE HOME

[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

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Cut along dotted line



CHANGE OF ADDRESS CARD

Date

NAME

EMPLOYED AT

NEW ADDRESS

(Street)

(City)

.....
(Postal Code)

(Phone Number)

.....
Signature

Please return to: T.P.S.W.P., Local 220, 228 Clarence St., London, Ont. N6B 1G7

Cut along dotted line

