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No. OF EMPLOYEES	190		
NOMBRE D'EMPLOYÉS	JFC		

COLLECTIVE AGREEMENT

B E T W E E N :

GRACE VILLA NURSING HOME  
(HAMILTON)

-AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

EFFECTIVE: JANUARY 1, 1997

EXPIRES: December 31, 1998

RECEIVED  
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THIS AGREEMENT entered into as of the 1st day of January, 1997

B E T W E E N :

GRACE VILLA (HAMILTON)  
A Division of Apans Health Services

(hereinafter referred to as the "Employer")

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532  
Affiliated with A.F.L., C.I.O., C.L.C.

(hereinafter referred to as the "Union")

Whereas the Ontario Labour Relations Board did on the 15th day of May, 1972, certify the Union as the bargaining agent for certain employees of the Employer;

And Whereas the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Grace Villa at Hamilton, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-two and one-half (22.5) hours per week and students employed during the school vacation period.

2.02 The Union is hereby established as the sole collective bargaining agency for the employees within the bargaining unit, and the Employer undertakes that it will not enter into any other agreement or contract with the employees within the bargaining unit, either individually or collectively which will conflict with any of the provisions of this Agreement.

### ARTICLE 3 - UNION SECURITY

3.01 Each of the parties to this Agreement will ensure that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union which is hereby recognized **as** a voluntary act on the part of the individual concerned.

3.02 All employees in the bargaining unit shall as a condition of employment be subject to union dues deductions. Such deductions shall be made upon completion of the probation period from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable, along with a list of employees who have terminated in the preceding month and a list of employees who have completed their probationary period in the preceding month. The Union shall indemnify and save the Home Harmless with respect to Union Dues Deductions from all employees, subject to the provisions of the Ontario Labour Relations Act.

3.03 Union dues deductions shall be included on T-4 slips.

3.04 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once within the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

3.05 Change of Address forms to be provided by the Union, to be filled out by the employee and sent immediately to the Union Office.

### ARTICLE 4 - STRIKES OR LOCK-OUTS

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lock-out.

### ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

- (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
- (c) establish and enforce reasonable rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Nursing Home in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Nursing Home's operations, not otherwise specifically dealt with elsewhere in this Agreement.
- (e) The Employer will maintain the present number of full-time jobs. If any vacancy occurs from this date, on a full-time position, the Employer will replace with a full-time employee.
- (f) All matters concerning the operation of the Home not specifically dealt with in this Agreement, shall be reserved to management and shall be its exclusive responsibility.

#### ARTICLE 6 - UNION COMMITTEE & STEWARDS

6.01 The Employer recognizes the right of the Union to appoint or otherwise select from among full-time employees who have completed their probationary period and who are covered by this Agreement, three (3) Stewards, one (1) of whom shall be the Chief Steward, whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the Grievance Procedure.

6.02 The Employer recognizes that the Union has the right to appoint or to otherwise select a negotiating committee consisting of three (3) Union Representatives from the full-time and two (2) representatives from the part-time. All members of the committee shall be regular employees of the Employer who have completed their probationary period.

6.03 The Union agrees to notify the Employer of the names of the Stewards and members of the negotiating committee immediately when such an appointment or replacement is made.

6.04 An employee who is a member of the negotiating committee shall be paid his regular rate for all regularly scheduled hours

lc due to attending the negotiations meetings with the Management, up to the time application is made for Conciliation Services, and the services of the Conciliation Officer are used.

6.05 The Employer will compensate Stewards at the rate of pay he would have received in performing work for the Employer to investigate a dispute or service a Grievance within the Nursing Home premises, subject to the following conditions:

- (a) He will request permission to leave his duties from his immediate supervisor, which permission shall not be unreasonable denied.
- (b) He will advise his supervisor of the estimated duration of the time that he will be away from his duties.

#### 6.06 Labour Management Committee

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

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

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

### ARTICLE 7 - COMPLAINTS & GRIEVANCES.

7.01 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union Committee member, or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift. All complaints and grievances shall be taken up in the following manner:

Individual Grievance - A grievance under this agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any question as to

whether the matter is arbitrable, and an allegation that this Agreement has been violated.

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

#### Step # 1

An employee having a question or complaint shall refer it to his immediate supervisor within five (5) calendar days of the actual occurrence leading to the question or complaint. At this stage, the employee may be accompanied by a Union Steward, if he so desires. The supervisor shall reply to the employee giving the answer to the complaint or question as soon as possible, but no later than five (5) calendar days from the date of submission.

#### Step # 2

If further action is then to be taken, the grievance shall be submitted in writing to the Administrator or his designate within five (5) calendar days of the receipt of the supervisor's reply. This should include the nature of the Grievance and the remedy sought. The Administrator or his designate shall have five (5) calendar days to study the matter and make his reply.

#### Step #3

Should the Administrator or his designate fail to render his decision as required in Step #2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within ten (10) calendar days following the meeting under Step #2 of the Grievance Procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

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

7.03 Saturdays, Sundays and paid holidays designated under paragraphs 7, 8 and 9 of this Agreement will not be counted in



determining the time within which any action is to be taken or completed under each of the steps of the Grievance Procedure.

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

#### 7.05 Health and Welfare Benefits Grievances

Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

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

Nancy Backhouse

Deena Boltman

If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.

- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the employer and the Union in cases where the benefit is self-insured and the insurer; and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

#### ARTICLE 8 - DISCHARGE GRIEVANCES

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

8.02 All such cases shall be taken up within three (3) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his

d charge, except where a case is taken to arbitration, A claim by an employee, who has attained seniority, that he! has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within three (3) clays after the employee is notified of his discharge or within three (3) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the Grievance Procedure prior to Step #2 may be omitted in such cases.

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

#### ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the Agreement, and shall contain the name of the nominee to the Board of Arbitration of the party requesting arbitration. The recipient of the notice shall within seven (7) days thereafter notify the other party in writing of the name of its nominee to the Board of Arbitration. The two (2) nominees shall endeavour within ten (10) days to agree upon a third member and chairman of the Board of Arbitration and it is understood that if the two (2) nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ontario Labour Management Arbitration Commission for the Province of Ontario.

9.02 No person shall be appointed as an arbitrator who has been involved in an attempt: to negotiate or settle the grievance.

9.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

9.04 Each of the parties to this Agreement shall bear the fees and expenses of their own nominee and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

9.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of this Agreement.

9.06 The decision of the majority of the Board of Arbitration shall be final and binding on both parties as well as upon all employees affected, but in the event there is no majority decision,

t' decision of the Chairman shall then be the decision of the Board of Arbitration.

9.07 At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the employee(s), reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance.

#### ARTICLE 10 - SENIORITY

10.01 A new employee will be considered on probation until after she has completed four hundred and eighty seven and one-half. (487 1/2) hours of work. It is understood that the probation period is a period when an employee can be dismissed at the sole discretion, on a rational basis, of the Nursing Home. Once the probation period has been completed, the employee will be credited with seniority in accordance with the provisions of this Agreement.

10.02 The Employer agrees to consider the seniority of employees in making promotions, demotions and transfers. In cases of promotions, demotions or permanent transfers of employees, the skill, merit, efficiency and physical ability of the employees shall be considered. Preference will be given according to seniority, provided that the employee has the necessary skills and abilities to perform the work required. If no employee with recorded seniority applies for a posting, the Employer may fill the posting as it sees fit.

10.03 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the Grievance Procedure including the arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of paragraphs 10.01 or 10.02 will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer.

#### 10.04 Lay-off and Recall

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

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

.. if her service is greater' than 9 years - 9 weeks notice;

- if her service is greater than 10 years - 10 weeks notice;
- if her service is greater than 11 years - 11 weeks notice;
- if her service is greater than 12 years - 12 weeks notice.

### Lay-Off Procedure

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

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

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

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

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

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

Recall Rights

- .04 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification for which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled,
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. The 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.

NOTE: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of

tr above-noted procedure, the part-time employee is accepting the full-time position only.

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

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

#### 10.05 Benefits on Layoff

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

#### 10.06 Seniority Accrual

Seniority accrual for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee is absent due to W.C.B. Employees shall be laid off in the reverse order of their seniority within the facility provided that the remaining employees are fully qualified and willing to do the work which is available. Employees shall be recalled in the reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

### ARTICLE 11 - SENIORITY LISTS

11.01 The Employer shall supply the Union with a set of seniority lists by department in January and July of each year showing the employees names and their seniority starting dates; and up-to-date information of any interim seniority changes will be available to the Chief Steward at the Administrator's Office during regular day-time hours. If there are no written complaints concerning the seniority list in the thirty (30) calendar days following its posting, the list shall be deemed to be accurate and the sole record of seniority until the next posting.

### ARTICLE 12 - LOSS OF SENIORITY

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

- (a) voluntarily resigns, retires, or is discharged for just cause;

- (b) is absent from work for more than twenty-four (24) months by reason of layoff;
- (c) is absent from work by reason of illness or other physical disability for more than twenty-four (24) months;
- (d) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work;
- (e) is absent from work by reason of Workers' Compensation for a period of twenty-four (24) months;
- (f) fails to return to work on the expiration of an authorized leave of absence or utilizes a leave of absence for purpose other than those for which it was granted.

### ARTICLE 13 - TRANSFERS

13.01 If the employee is transferred or re-classified other than on a temporary basis to a higher rated job group he/she shall receive not less than the rate that he was receiving at the time of the transfer or the starting rate for the job into which he is being transferred, whichever is the higher and shall be advanced through the rates for the job group as provided in Schedule "A".

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

13.03 Assignment of an employee to a lower rated classification shall be avoided, but may occur in a reduction of staff, inability to perform his previous job due to sickness or accident, or at the wish of the employee under a permanent transfer. In which case:

(a) if an employee is then receiving a rate which is higher than the twelve (12) month rate of the job to which he is transferred, he shall be paid such twelve (12) month rate; or

(b) if an employee is then receiving a rate that is lower than the twelve (12) month rate of the job to which he is transferred, he shall continue to receive the same rate of pay as that for his previous job and then shall spend only such length of time on this rate as is required of him to complete a total of twelve (12) months on such job including any past experience on such job. He shall then be advanced through the rates for the job group as provided in Schedule "A".

13.04 When changes take place through demotion or staff reduction involving less than three (3) employees, the Chief Steward will be promptly notified. Notice of any staff reduction involving more



t' I three (3) employees will be given beforehand to the Chief Steward.

ARTICLE 14 - JOB POSTING

14.01 The Employer undertakes the responsibility of posting all job vacancies as they occur on designated notice boards. Such a posting shall remain on the central notice board for five (5) days before the job is filled and shall stipulate the qualifications, classification, rate and department concerned.

14.02 The Employer .is free to temporarily fill a vacancy as it sees fit during the posting period and up to the time an appointment is made, and no grievance may be filed concerning such temporary arrangements until a selection has been made. An appointment shall be made within seven (7) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not to fill the vacancy. Seniority for Job Posting Procedure will be based on seniority at the time of posting,

14.03 When an employee has successfully bid for a job transfer from one classification to another, no further bid may be made for a six (6) month period unless specifically permitted by the Employer.

14.04 Commencing on the date of transfer there will be a "Trial Period" of sixty (60) working days in order to determine that the employee has the skill and ability to perform the new duties. During this time, either the Employer or the employee may request that the employee return to her previous duties. It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

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

ARTICLE 15 - BULLETIN BOARDS

15.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notice;; one (1) bulletin board in such place so as to inform the employees in the bargaining unit of the activities of the Union. It is agreed that no notices will be posted on the bulletin board without prior approval by the Administrator of the Nursing Home.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 An employee may be granted Leave of Absence without pay for a period of time not to exceed two (2) months for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Except in emergencies, written applications for leave of absence must be made at least three (3) weeks in advance of such leave. Applicants when applying must indicate the date of departure and specify the date of return.

16.02 Education leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing, unless impossible and provided that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 17 - LEAVE OF ABSENCE FOR PREGNANCY AND ADOPTION

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

17.02 (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date. The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two

(7) week's notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 17.10 Parental Leave.

(d) Notwithstanding Article 17.02 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective July 1, 1992, on 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 unemployment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of U.I. benefits will not exceed 75% of the employee normal weekly earnings. Vested Interest - Employees do not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan. Other Income - Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan. Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave, times her normal weekly hours. The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

17.03 An employee who does not apply for leave of absence under Article 17.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery,

17.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the

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

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

17.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 17.05.

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

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

17.09 Upon expiry of seventeen (17) weeks pregnancy leave, as provided under Article 17.10 of this Agreement. the employee shall give the Employer at least two (2) weeks' notice in writing, that she intends to take parental leave.

#### 17.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the date the child first came into the custody, care and control

of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

(e) For the purposes of parental leave under Article 17.10 Parental Leave, the provisions under 17.01, 17.04, 17.05, 17.06, 17.07 17.08 and 17.09 shall also apply.

#### ARTICLE 18 - LEAVE OF ABSENCE FOR UNION BUSINESS

18.01 Leave of Absence without pay and without loss of seniority shall be granted upon receipt of three (3) week's written notice, whenever it is possible, to the Employer by such employees elected or appointed by the Union to represent the Union at Union functions, provided that such Leave can be arranged without undue inconvenience to the normal operations of the Nursing Home. While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

18.02 Upon application by the Union in writing to the Nursing Home will give reasonable consideration to a request for Leave of Absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such Leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall not accumulate during such Leave, but shall resume when the employee returns to work for the Employer. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such Leave of Absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

#### ARTICLE 19 - LEAVE OF ABSENCE RULES

19.01 When any Leave of Absence without pay exceeds four (4) or more consecutive weeks:

(a) Except as provided under Articles 17.02 and 17.03 with respect to maternity leave, credits for seniority, salary increases, vacation and cumulative sick leave will only accumulate during the first four (4) weeks of the Leave of Absence.

(b) The Employer shall pay its share of the health and welfare benefits for the calendar month in which the leave commenced and in the month immediately following.

(c) If the leave of absence exceeds four (4) weeks, the employee may, however, continue his/her coverage in the plans, contributing the cost of the premiums to the Employer who will make the payments to the respective carriers.

19.02 Employees who are on Leave of Absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such Leave of Absence, he will forfeit all seniority rights and privileges contained in this Agreement.

19.03 When Leave of Absence exceeds four (4) weeks, the employee shall receive holiday pay for only such paid holidays as fall within the first month of the Leave of Absence.

#### ARTICLE 20 - WORKERS' COMPENSATION

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

(a) The Employer shall continue to pay premium for benefit plans for full-time employees who are on paid leave of absence or Workers' Compensation (sick days and Weekly Indemnity). It is understood that the obligation of the Employer to pay the aforesaid benefits while on Workers' Compensation shall continue at least as long as the employment relationship between the Employer and employee continues.

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

20.02 In the case of an absence due to a compensable accident, when the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the Job Posting Procedure (Article 14) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.

20.03 If an employee is injured while on duty, the Employer will pay the employee's wages on the day of the accident.

20.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of The Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

20.05 If an employee returns to work within the two (2) year period mentioned in Article 20.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be effected by the returning employee displacing the employee in the category to which she is returning), provided her seniority is greater than that of the employee that is to be displaced.

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

#### ARTICLE 21 - BEREAVEMENT LEAVE

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

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

21.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

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

21.05 An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving payments for holiday pay, vacation pay, W.C.B. or sick benefits.

\*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.

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

#### ARTICLE 22 - JURY AND WITNESS DUTY

22.01 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 he 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 23 - UNIFORM ALLOWANCE

23.01 The Employer agrees to pay a uniform allowance of five point two cents (5.2) per hour commencing May 14, 1990, and to be paid every six (6) months, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

23.02 Uniform Allowance will not be paid to new employees prior to completion of the probationary period.

#### ARTICLE 24 - HOURS OF WORK

24.01 The following is intended to define the normal hours of **work** for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. Notwithstanding this article some part-time employees may be assigned to shifts of shorter duration. An employee's hours of work shall be so scheduled that he works an average of seventy-five (75) hours in a bi-weekly period of seven and one-half (7 1/2)



hours in a day, exclusive of a thirty (30) minute unpaid meal break.

24.02 Employees will be scheduled so they will receive every other weekend off whenever possible.

24.03 Hours of work; where hours are averaged over a two (2) week period, that two (2) week period will coincide with the two (2) weeks of the pay period.

#### ARTICLE 25 - OVERTIME

25.01 Authorized work performed by employees in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a bi-weekly period will be counted as overtime work and will be paid for at a rate of time and one-half (1 1/2) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a bi-weekly period as a result of exchange of shift for reasons of personal convenience.

25.02 If an employee is required to work an extra continuous full shift **as** overtime, two (2) free meals will be supplied by the Employer during such shift in addition to overtime rates paid. If an employee is required to work an extra four (4) hours overtime at the end of his shift, one (1) free meal will be supplied by the Employer.

25.03 Employees shall not be required to take time off in lieu of overtime payment, unless by mutual written agreement between the employee and the Employer.

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

#### ARTICLE 26 - SCHEDULING OF HOURS

26.01 The following regulations govern scheduling of hours of employees in the bargaining unit.

26.02 Except where mutually agreed otherwise, shift schedules shall be arranged by seniority **so** that an employee:

- (a) is not scheduled to work more than six (6) consecutive days:
- (b) may with the Employer's approval, exchange shifts with another employee, provided that no cost to the Employer results.

2 )3 shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the supervisor one (1) week in advance of the posting schedule.

26.04 All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) the employee's regular rate of pay for all hours worked.

#### ARTICLE 27 - SHIFT PREMIUM

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

#### ARTICLE 28 - LUNCH OR MEAL PERIODS

28.01 Lunch or meal periods are to be allowed, and will be uninterrupted, except in case of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

#### ARTICLE 29 - RELIEF PERIODS

29.01 Employees will be allowed fifteen (15) minutes relief in each half shift, without reduction in pay and without increasing the regular working hours.

#### ARTICLE 30 - MINIMUM REPORTING ALLOWANCE

30.01 If an employee reports for work at the regularly scheduled time for his or her shift, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer to the contrary either orally or by notice on the bulletin board or by message left at the employee's residence; provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further, that this section shall not apply in case of any labour dispute or emergency such as fire or power shortage, which prevent: the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

30.02 When an employee is called in to work: within one-half hour of the starting time of the shift and the employee commences work within one hour of receiving the call, she will be paid from the starting time of the shift.

ARTICLE 31 - CALL BACK PAY

31.01 When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time rate or actual hours worked at time and one-half (1 1/2) his regular rate of pay, whichever is greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift,

ARTICLE 32 - PAY DAY

32.01 The Employer agrees that wages shall be paid during working hours on a regular pay day each two (2) weeks (Thursday) except when interfered with by the occurrence of a paid holiday. In this case, the regular pay day may be delayed one (1) day. In such case the employees working the afternoon or night shift will be paid during the last shift on the day before the regular pay day.

ARTICLE 33 - PAID HOLIDAYS

33.01 The following days shall be recognized as paid holidays:

- New Year's Day
- Heritage Day (3rd Monday in February)
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

All employees on completion of their probation period shall be entitled to a float statutory holiday (one [1] day off with pay) on a date to be mutually agreed upon by the employee and the Employer. Such day off may **not** be taken during the period commencing December 15th of any calendar year and ending January 15th of the following year.

33.02 In order to qualify for holiday pay, the employee must work his normal scheduled work day preceding and following the holiday except where absence is due to **illness**, injury or approved leave of absence as provided for in this Agreement. The Employer may request that the employee visit a physician of the Employer's choice to provide proof of illness or injury. An employee who has met the qualifier for a statutory holiday is deemed to have qualified for lieu day pay.

33.03 If a full-time employee is scheduled to work on a recognized holiday, he shall receive one (1) regular' day's pay plus

t; and one-half (1/2) his regular rate for the normal hours worked on such a holiday, or he may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half (1/2) his regular rate for the normal hours worked on such a holiday.

**33.04** In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday plus time and one-half (1/2) the employee's regular rate for any and all hours worked on such day.

33.05 An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, in which case the employee will receive straight time for such holiday.

**33.06** If one of the above named holidays occurs on an employee's regular days off, or during his vacation period, the employee will receive, within thirty (30) days, an additional day off in lieu thereof, or a day's pay. This option will be the right of the employee.

**33.07** For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday and end at 10:59 p.m. on the holiday.

**33.08** If during the currency of this Agreement, The Employment Standards Act of Ontario is amended so as to provide a Holiday in addition to those currently provided by that Act, which is also in addition to the holidays listed above, then in such event, such holiday will be recognized by the Employer in lieu of any one of the above. The intention of the parties being that the number of paid holidays recognized hereunder shall not exceed eleven (11).

**33.09 (a)** If an employee is absent due to sick leave, he/she shall be entitled to not more than two (2) paid holidays during such absence and shall not be entitled to sick pay on that day. For the third and subsequent holidays which fall during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.

(b) An employee on W.C.B. absence will not be entitled to holiday pay during such absence.

#### ARTICLE 34 - VACATION WITH PAY

34.01 Effective June 30, 1997, vacation entitlement 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.

34.02 Each regular full-time employee covered by this Agreement shall receive vacation with pay on the basis of service to the date of June 30th, as follows:

- (a) Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings, or regular pay, whichever is the greater, during the vacation year.
- (b) three (3) years and over - fifteen (15) working days and vacation pay of six percent (6%) of gross earnings or regular pay, whichever is the greater:
- (c) nine (9) years and over - twenty (20) working days and vacation pay of eight percent (8%) of gross earnings or regular pay, whichever is the greater.
- (d) fifteen (15) years and over - twenty-five (25) working days and vacation pay of ten percent (10%) of gross earnings or regular pay, whichever is the greater.
- (e) twenty-five (25) years and over - thirty (30) working days and vacation pay of twelve percent (12%) of gross earnings or regular pay, whichever is the greater.
- (f) To be eligible for "or regular pay, whichever is the greater", as set out in (a) to (e) above, an employee must have worked a minimum of nine (9) months in the vacation year.

34.03 Vacation time will be allotted between the months of May and September, inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer. The Employer will consider the wishes of the employees in order of the employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Nursing Home, All vacations must be taken by December 31 of the qualifying year.

34.04 Vacation pay shall be paid prior to the date the employee goes on vacation if notice is given, in writing, by the employee one month prior to the commencement of vacation. Otherwise vacation pay will be issued on the following pay period. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

34.05 On termination, an employee will be paid their full entitlement of vacation pay **up** to the date of termination.

34.06 Due to the attempt to grant **as** much time off as possible over the Christmas and New Year Holiday period, neither vacation nor leave of absence will be granted between December 15th and January 15th; except to no more than five (5) employees in the Home and no more than one (1) of each of the following classifications: R.P.N., Nurses Aide, Dietary, Housekeeping, Laundry and Activation.

#### ARTICLE 35 - SICK LEAVE

35.01 Pay for sick leave is for the sole and only purpose of protecting employees against the **loss** of income when they are legitimately ill and will be granted to full-time employees on the following basis:

- (a) absence for injury compensable under the provisions of The Workers' Compensation Act shall not be charged against sick leave credits.
- (b) an employee may be required to provide proof of sickness in the form of a medical certificate for any absence.
- (c) the right to sick leave shall cease upon notice of termination of employment.
- (d) The Employer requests any employee absenting himself on account of personal illness to give on the first day of illness one (1) hour notice of absence if on the day tour of duty and three (3) hours notice of absence on evening or night tour of duty where possible.
- (e) employees are requested to notify the Home of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do **so** may result in no **work** being available for that shift.

35.02 Effective June 26, 1982 employees **who** have completed the probationary period shall be credited with three (3) days of **sick** leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of fourteen (14) days. Accumulated sick leave credits to be used for the first three (3) days of an illness.

35.03 (a) The Employer will pay one hundred percent (100%) of a weekly indemnity program as follows:

Coverage due to accident or illness from day one (1) if hospitalized and from day four (4) if at home (four [4] day waiting period will be calendar days).

Coverage to continue for seventeen (17) weeks. The program will pay seventy-five percent (75%) of the employee's full wages to a maximum of two hundred and seventy-five dollars (\$275.00).

(b) The indemnity plan for new employees will be effective on completion of the probation period.

(c) Employees will retain sick leave credits accumulated to June 25, 1982 until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

35.04 When 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 provisions will not be counted against the employee's vacation credits.

35.05 Subject to the use of accumulated credits to supplement weekly indemnity payments, accumulated credits existing on June 25, 1982 may be cashed out under the terms and conditions of Article 35.06 provided the amount paid shall be at the employee's hourly rate existing on April 1, 1981.

35.06 When an employee with accumulated sick leave credits on June 25, 1982 terminates his employment after acquiring seniority of three (3) years or more, he shall receive a pay-out of accumulated sick leave on the following basis:

Maximum to sixty (60) days:

three years 15%

four years 20%

five years & over 25%

It is intended that the above shall **apply** only to sick leave credits accumulated prior to June 25, 1982.

35.07 Employees absent due to illness for a period of time in excess of forty-eight (48) hours shall produce on the third (3rd) day of illness, a medical certificate or doctor's opinion stating how long they will require to remain on sick leave, or if unable to do so, must report daily by telephone by 3:00 p.m. to the

department head, notifying the Nursing Home of their intention with regards to hours scheduled for the following day.

35.08 The Employer will provide a record of sick leave bank for individual employees prior to change over to Weekly Indemnity and from that time once yearly.

ARTICLE 36 - HEALTH AND INSURANCE BENEFITS

**36.01** The Employer agrees to pay the indicated percentage of the following plans for regular employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through the Employer's payroll:

(a) Effective August **1, 1982**, one hundred percent (100%) of Ontario Health Insurance Plan (OHIP) basic rate, single or family.

(b) Effective August **1, 1982**, the Employer agrees to provide directly to the employee, benefits to employees and their dependants, which are identical to those set out in the following plans:

1. Extended Health Care Plan - Blue Cross 10/20 no co-insurance.
2. Blue Cross Vision Care Plan (\$90) every two years, effective July 1, **1992**

The Employer further agrees to process all claims within two (2) weeks of the submission of the claim to the Home by the employee concerned.

The premiums will be one hundred percent (100%) paid by the Employer.

(c) Life Insurance Policy - Effective **July 1, 1992**, the Employer agrees to pay one hundred percent (100%) of the premium to insure all full-time employees for the amount of Seventeen Thousand dollars (\$17,000.00).

(d) The Employer shall provide a dental plan, Blue Cross **#9** (or its equivalent). Effective January 1, **1995** based on the O.D.A. fee schedule for **1993**, provided that the enrolment requirements of the plan are met. Fifty percent (50%) of the billed premiums will be paid by the Employer. It is understood that there is a Two Thousand Dollar (\$2,000.00) maximum per insured person per year.

(e) It is agreed that the Employer can change the carrier of any plan provided there is no reduction in benefits and provided that the Employer gives the Union not less than thirty (**30**) days notice of such change.



ARTICLE 37 - PYRAMIDING

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

ARTICLE 38 - NOTICE OF TERMINATION

38.01 Employees will endeavour to give a minimum of two (2) weeks notice of termination. When two (2) weeks notice of termination is given and worked, the employee will receive all wages, holiday pay, etc. due at the time of termination no later than two (2) mailing days later than the final day worked.

ARTICLE 39 - HEALTH & SAFETY

39.01 A joint management-employee Health and Safety Committee with equal representation to include part-time, shall identify potential problems and hazards and recommend steps to deal with such problems and hazards. The committee shall meet at least bi-monthly. Scheduled time spent in such meetings or inspections is to be considered time worked.

39.02 Two representatives of the committee, one management and one employee (to be decided by the committee) shall take monthly inspections and report their findings to the committee. Copies of incident reports shall be made available to the committee. Two designated representatives may accompany the government safety inspector on his inspection.

39.03 A copy of The Workers' Compensation Board Annual Report shall be made available to the Committee.

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

ARTICLE 40 - COST OF PRINTING

40.01 It is agreed that Grace Villa and Local 532 will share equally in the cost of printing the Collective Agreement.

ARTICLE 41 - CONTRACTING OUT

41.01 The Home acknowledges that no employees in the bargaining unit shall be laid off as a direct result of the contracting out of work normally scheduled to be performed by the employees in the

be bargaining unit beyond what is presently contracted out, unless mutually agreed between the Union and the Employer.

**41.02** 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 lay-off or reduction in hours of work of an employee in the bargaining unit.

**ARTICLE 42 - LETTERS OF REPRIMAND**

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

**42.02** Suspension

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

**ARTICLE 43 - ORIENTATION OF NEW STAFF**

**43.01** There shall be three (3) days orientation of new employees at the rate of pay equal to the minimum Provincial wages. After the completion of three (3) days, the employee will be paid as per Schedule "A". It is understood that these employees shall not be used as a replacement of regular staff. If for any reason it is used for that purpose, they are to be paid as per Schedule "A".

**ARTICLE 44 - PENSION PLAN**

**44.01** In this Article, the terms used shall have the meanings as described:

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

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

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

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

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

02. Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to Four Percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being Four Percent (4%) of applicable wages.

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

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

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

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

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

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

auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

- i) To be Provided Once Only at Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of first Remittance
  - Seniority List  
(for the purposes of calculations past service credit).
- ii) To be Provided with each Remittance
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable Earnings
- iii) To be Provided Once, and if Status Changes
  - Address as provided to the Home
  - Termination date, when applicable.
- iv) To be Provided Once, if they are Readily Available
  - Gender
  - Marital Status.

ARTICLE 45 - JOB POSTING RE: PART-TIME

45.01 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from Part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one or more Part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

ARTICLE 46 - RENEWAL, AMENDMENT AND TERMINATION



**46.01** This Agreement shall be effective from January-1, 1997 and shall continue in effect until December 31, 1998 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

**46.02** In **the** event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

**46.03** If, pursuant to such negotiations an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the proceedings prescribed under The Labour Relations Act, 1981, of The Province of Ontario and the Hospital Labour Disputes Arbitration Act, 1982, **as** amended, whichever should first occur.

#### ARTICLE 47 - RETROACTIVITY

**47.01** Retroactive payment is to be made within thirty (30) days from the release of the Award dated February 27, 1997 and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Employer will pay retroactivity on a separate cheque

#### ARTICLE 48 - WAGES

**48.01** All hours worked and hours paid during the probationary period of 487.5 hours, shall be counted towards hours required to move from the start rate to the one year rate.

**48.02** Wages shall be paid according to Schedule "A" attached to and forming part of this Agreement.

**48.03** Premium for Aides with Health Care Aide Certificate or Activity Aide Certificate to be fifteen (15) cents per hour,

#### ARTICLE 49 - CENTRAL NURSING HOMES AWARD

**49.01** The parties further agree to be bound by any further decisions or awards by Arbitrator Teplitsky in the "Central Nursing Homes" and S.E.I.U. Locals for agreements that expired December 31, 1996 and amend the Collective Agreement accordingly.

DATED at Hamilton as of the 2 day of May 1997.

GRACE VILLA (HAMILTON)

A division of APANS HEALTH SERVICES

David R Baker  
Alvin A. [unclear]  
[unclear]

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 532

Jean Lois Cannon  
Patsy Donaldson  
Bob West

SCHEDULE 'A'

POSITION	EFFECTIVE JANUARY 1, 1997			
	PROB.	START	1 YEAR	2 YEARS
R.P.N.	15.27	15.46	15.70	16.08
Nurses Aide	12.42	13.07	13.43	13.80
Health Care Aide	12.42	13.07	13.43	13.80
Activity Aide	12.42	13.07	13.43	13.80
Basic Aide (Housekeeping, Laundry and Dietary)	12.65	12.94	13.28	13.64
Cook	13.37	13.64	13.98	14.35

Note: Premium for Health Care Aide Certificate or Activity Aide Certificate to be fifteen (15) cents per hour.

POSITION	EFFECTIVE JANUARY 1, 1998			
	PROB.	START	1 YEAR	2 YEARS
R.P.N.	15.42	15.61	15.86	16.24
Nurses Aide	12.54	13.20	13.56	13.94
Health Care Aide	12.54	13.20	13.56	13.94
Activity Aide	12.54	13.20	13.56	13.94
Basic Aide (Housekeeping, Laundry and Dietary)	12.78	13.07	13.41	13.78
Cook	13.50	13.78	14.12	14.49

Note: Premium for Health Care Aide Certificate or Activity Aide Certificate to be fifteen (15) cents per hour.

GRACE VILLA NURSING HOME  
(HAMILTON)

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

INCORPORATION

The Employer and the Union agree that all provisions of the Collective Agreement to which this addendum is attached, shall be incorporated into the addendum and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their application to part-time employees.

The Employer and the Union agree that the following Articles of the Collective Agreement shall apply to part-time employees:

Article 1 - Purpose

Same **as** full-time Agreement.

Article 2 - Scope and Recognition

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Grace Villa at Hamilton, Ontario, regularly employed for not more than twenty-two and one-half (22 1/2) hours per weeks, save and except registered nurses, supervisors, foremen, persons above the rank of supervisor or foreman and office staff.

2.02 - Same as full-time agreement.

Article 3 - Union Security

Same **as** full-time agreement.

Article 4 - Strikes or Lockouts

Same as full-time agreement.

Article 5 - Management Rights

Same as full-time agreement.

Article 6 - Union Committee and Stewards

Same **as** full-time agreement.

Article 7 - Complaints and Grievances

Same as full-time agreement.

Article 8 - Discharge Grievances

Same as full-time agreement.

Article 9 - Arbitration



Same as full-time agreement.

#### Article 10 - Seniority

10.01 to 10.04 - Same as full-time.

10.05 Notice of Lay-off. Except in cases of emergency, the Employer shall give each part-time employee in the bargaining unit who has acquired seniority and who is to be permanently laid-off for a period of more than twelve (12) consecutive weeks, written notice of lay-off in accordance with the following schedule:

- (a) up to 3600 hours seniority - one (1) calendar week;
- (b) 3600 hours or more, but less than 9,000 hours seniority - two (2) calendar weeks;
- (c) 9000 hours or more, but less than 18000 hours seniority - four (4) calendar weeks; and
- (d) 18000 hours or more seniority - eight (8) calendar weeks.

10.06 Part-time employees will accumulate seniority on the basis of 1800 hours equals one (1) year.

#### Article 11 - Seniority Lists

Same as full-time Agreement.

#### Article 12 - Loss of Seniority

- 12.01 (a) same as full-time Agreement,
- (b) same as full-time Agreement,
- (c) same as full-time Agreement,
- (d) is absent from work without a reasonable excuse for more than two (2) consecutive days for which she is scheduled to work.
- (e) same as full-time Agreement.

#### Article 13 - Transfers

Same as full-time Agreement.

#### Article 14 - Job Posting

14.01 - 14.04 - Same as full-time Agreement.

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

#### Article 15 - Bulletin Boards

Same as full-time Agreement.

Article 16 - Leave of Absence

Same as full-time Agreement.

Article 17 - Leave of absence for Pregnancy and Adoption

Same as full-time Agreement..  
See Schedule "B" attached hereto.

Article 18 - Leave of Absence for Union Business

Same as full-time Agreement.

Article 19 - Leave of Absence Rules

19.01 When any leave of absence without pay exceeds four (4) or more consecutive weeks, credits for seniority, salary increases and vacation will not accumulate during the leave.

19.02 and 19.03 - Same as full-time agreement

Article 20 - Workers' Compensation

20.01 When an employee is absent due to illness or injury which is compensable by Workers' compensation, the employee will not be eligible for paid holidays, or any other benefits of this Agreement, except where specified otherwise,

20.02 to 20.06 - Same as full-time agreement.

Article 21 - Bereavement Leave

Same as full-time Agreement

Article 22 - Jury and Witness Duty

Same as full-time Agreement.

Article 23 - Uniform Allowance

Same as full-time Agreement.

Article 24 - Hours of Work

24.01 - Not applicable

24.02 - Not applicable

24.03 - Same as full-time Agreement.

Article 25 - Overtime

25.01 - 25.04 - Same as full-time

25.05 Part-time employees working one (1) shift shall not be called in to work for the next shift until all other employees are called first, on seniority basis, except in case of emergency. After the call-in list has been exhausted, inclusive of Health

Agencies, then the most senior employee in that classification on duty, shall be offered the overtime.

Article 26 - Scheduling of Hours

26.01 to 26.03 - Same **as** full-time.

26.04 - Not applicable.

26.05 Management will assign permanent schedules to part-time employees for all regularly scheduled shifts **up** to four and one-half (**4.5**) hours per day. The Employer will comply with the policy on schedules and call-in for part-time employees as submitted to the Union May 22, 1990.

Article 27 - Shift Premium

Not applicable.

Article 28 - Lunch or Meal Periods.

Same as full-time Agreement.

Article 29 - Relief Periods

Same **as** full-time Agreement.

Article 30 - Minimum Reporting Allowance

Same as full-time Agreement.

Article 31 - Call Back Pay

Same as full-time Agreement.

Article 32 - Pay Day

Same as full-time Agreement.

Article 33 - Paid Holidays

33.01 - Same as full-time Agreement.

33.02 In order to qualify for holiday pay the employee:

(a) Must work his full scheduled shift immediately preceding and following the holiday except where absence is due to illness, injury or approved leave of absence **as** provided for in this Agreement. The Employer may request that the employee visit a physician of the Employer's choice to provide proof of illness or injury.

(b) Must have earned wages on at least twelve (12) days during the four (**4**) weeks immediately preceding a paid holiday. Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) days or more multiplied by the employee's regular rate of pay.

(c) Must have been employed for at least three (3) months.

33.03 - Same as full-time Agreement.

- 33.04 - Not Applicable.
- 33.05 - Same as full-time Agreement.
- 33.06 - Same as full-time Agreement.
- 33.07 - Not applicable.
- 33.08 - Same **as** full-time Agreement,
- 33.09 - Same as full-time Agreement.

Article 34 - Vacation With Pay

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

<u>Total Hours Paid as of June 30th</u>	<u>Vacation Entitlement</u>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of <b>gross</b> earnings for the vacation year
5,400 to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27,000 to less than 45,000 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.
45,000 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.

**N.B.** For purposes of implementing the new vacation scheme the following principles shall apply:

- No employee to lose vacation entitlement.
- Employee who did not accrue based on hours before the transfers shall be placed on the new scheme based on one (1) year = 1,800 hours paid.

34.03 - 34.06 - Same! as full-time Agreement.

Article 35 - Sick Leave  
Not applicable.

Article 36 - Health and Welfare Insurance Benefits  
Not Applicable

Article 37 - Pyramiding  
Same as full-time Agreement.

Article 38 - Notice of Termination.  
Same **as** full-time Agreement.

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Same as full-time Agreement.

Article 40 - Cost of Printing  
Same as full-time Agreement.

Article 41 - Contracting Out  
Same as full-time Agreement.

Article 42 - Letters of Reprimand  
Same as full-time Agreement.

Article 43 - Orientation of New Staff.  
Same as full-time Agreement.

Article 44 - Pension Plan  
Same as full-time Agreement.

Article 45 - Job **Posting** - Re: Part-time  
Same as full-time Agreement.

Article 46 - Renewal, Amendment and Termination  
Same as full-time Agreement.

Article 47 - Retroactivity  
Same **as** full-time Agreement.

Article 48 - Wages  
Same as full-time Agreement.

Article 49 - Part-time Employee Benefits

49.01 Effective July 17, 1986, in lieu of O.H.I.P., life insurance, major medical, vision care, sick leave, dental plan and shift premium, all part-time employees are to receive for all hours

worked, forty-five (45) cents per hour, in addition to the regular rate of pay,

Schedule "A" - Same as full-time Agreement

Letter of Intent Regarding Temporary Vacancies  
- Same as full-time Agreement.

Letter of Understanding  
- Same as full-time Agreement.

DATED at Hamilton as of the 2 day of May 1997

GRACE VILLA (HAMILTON)  
A division of APANS HEALTH SERVICES

*David R. Baker*  
\_\_\_\_\_  
*Mary Ann*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

*Jean Bon Cannon*  
\_\_\_\_\_  
*Rosy Donalda*  
\_\_\_\_\_  
*Bob West*  
\_\_\_\_\_

LETTER OF INTENT  
TEMPORARY VACANCIES

As full-time temporary vacancies become **available**, they should be posted and be awarded to the applicant with the most seniority, provided they can perform the work, from full-time or part-time staff. If the original job has been awarded to a **full-time** employee, then the vacancy created by the successful applicant **should** be awarded to the senior applicant from the part-time unit. The successful applicant will **go** to the bottom of the seniority list and they will not have a second chance at it until everybody else within the Unit (i.e full-time/part-time) have had an opportunity to fill a temporary vacancy.

FOR THE EMPLOYER

David R. Baker  
Claire A. [unclear]  
[unclear]

FOR THE UNION

Jean Boncannon  
Patsy [unclear]  
R. L. West

LETTER OF UNDERSTANDING

**BETWEEN :**

GRACE VILLA NURSING HOME  
(HAMILTON)

**- AND -**

SERVICE EMPLOYEES INTERNATIONAL UNION  
Local 532

Re: Pension Plan

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

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

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

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

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

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

2. Re: Sick Leave Certificate

If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the



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

3. Re:: Annual Medicals

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

4. Re: Job Security

So long as 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.

5. Re: Responsibility Allowance

Where an RN is absent from her normal shift and the Employer temporarily assigns an RNA to carry out some additional responsibilities of the absent RN for a period in excess of one-half shift, the employee shall receive an allowance of \$3.00 for each shift. This provision will only be effective if an R.N. is not in the building.

DATED at Hamilton as of the 2 day of *May* 1997

GRACE VILLA (HAMILTON)

A division of APANS HEALTH SERVICES

*David R Baker*  
\_\_\_\_\_  
*Clare Ann*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

SERVICE EMPLOYEES INTERNATIONAL UNION  
Local 532

*Jean Bon Connor*  
\_\_\_\_\_  
*Patsy Powell*  
\_\_\_\_\_  
*Bob West*  
\_\_\_\_\_

SCHEDULE "B"

Leave of Absence for Pregnancy and Adoption  
(part-time)  
Seniority Accrual

An employee is entitled to at least 17 weeks of leave of absence for pregnancy if she has been employed with Grace Villa for at least 13 weeks preceding the estimated day of delivery.

Effective December 20, 1990, an employee who is a parent of a child and has been employed with Grace Villa for at least 13 weeks is entitled to an 18 week unpaid parental leave following the birth of the child or the coming of the child into a parent's custody, care and control for the first time. Both parents will be eligible to take a parental leave and each parent is eligible to take 18 weeks.

Seniority for all purposes continues to accrue during pregnancy and parental leaves and following the leave, the employee must be reinstated to the same position if it still exists, or to a comparable position if it does not. On reinstatement, the employee must be paid at the rate paid when the leave commenced or, if it is higher, at the rate the employee would be earning if he or she had worked through the leave.

PROCEDURE

1. If the staff person is full-time, no adjustment will be made to the seniority date.
2. If the staff person is part-time, the following formula will be used:
  - a) Calculate the seniority hours that the staff person accrued between the previous 2 seniority lists (26 weeks).
  - b) Divide the hours by 26 and multiply by the number of weeks of the leave.
  - c) If the staff person **was** not working for the six month period before the leave (i.e. recently hired but still employed for at least 13 weeks), calculate the number of hours by the average number of hours worked since date of hire.
3. To avoid confusion, these hours will not be added to seniority until the staff person returns from the leave.
4. It is the employee's responsibility to advise the Employer in writing of their intention regarding contributions to benefit

plans. In the absence of such advice, benefit plans will continue.

DATED at Hamilton as of the 2 day of May, 1997

GRACE VILLA NURSING HOME

David R. Baker

Mary Ann

[Signature]

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

Jean Lou Cannon

Pansy Donaldson

Rob West

LETTER OF UNDERSTANDING

BETWEEN :

GRACE VILLA NURSING HOME  
(HAMILTON)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

RE: CALL IN

1. RPN - If the FT person calls in sick, their replacement will be offered the shift, if available. If their replacement is not available, call the other RPNs according to seniority.
2. HCA - If the FT HCA calls in sick, then call the HCA that is replacing them on the schedule, to offer them the shift. If this person is unavailable, then call the other HCAs on the floor, according to their seniority. If none of them are available, then call the other RPT HCAs that work on the same shift on other floors, according to seniority. If none of them can work, then continue to call the other RPT HCAs on the other shifts, according to their seniority.

DATED at Hamilton as of the 2 day of May, 1997.

GRACE VILLA NURSING HOME

David R Baker  
Claire Annis  
[Signature]

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 532

Jean Bon Cannon  
Patsy Rowaldson  
Rob West