

Unit No. 125, 125A

SOURCE	union		
EFF.	99	04	01
TESTA.	2001	03	31
No. OF EMPLOYEES	100		
NOMBRE D'EMPLOYÉS	20		

COLLECTIVE AGREEMENT

BETWEEN

HEUTINCK NURSING HOME LTD.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
A.F.L.-C.I.O.-C.L.C.

FULL AND PART-TIME SERVICE

EFFECTIVE: APRIL 1, 1999

EXPIRY: MARCH 31, 2001

INDEX

ARTICLE		PAGE
SECTION I APPLIES TO BOTH BARGAINING UNITS		
Article 1	Purpose	2
Article 2	Scope and Recognition	2
Article 3	Union Security	3
Article 4	No Strikes or Lock-outs	4
Article 5	Management Rights	4
Article 6	Union Committee and Stewards	5
Article 7	Complaints and Grievances	6
Article 8	Discharge Grievance	8
Article 9	Policy Grievance	9
Article 10	Arbitration	10
Article 11	Bulletin Board	11
Article 12	Pay Days	11
Article 13	Safety Committee	12
Article 14	Printing of Collective Agreements	12
Article 15	No Contracting Out	12
	15.02 Full-time/Part-time Ratio	12
Article 16	Educational Leave	13

SECTION II APPLIES TO FULL-TIME EMPLOYEES BARGAINING UNIT ONLY

Article 17	Seniority	13
	17.05 Lay-off Procedure	13
Article 18	Seniority Lists	16
Article 19	Loss of Seniority	17
Article 20	Permanent Transfers	18
Article 21	Job Posting	18
	21.09 Temporary Vacancies	19
	21.10 New Classifications	19
Article 22	Leave of Absence	20
Article 23	Maternity Leave	21
Article 24	Leave of Absence for Union Business	22
Article 25	Leave of Absence Rules	23
Article 26	Bereavement Leave	24
Article 27	Court Attendance	24
Article 28	Hours of Work	25
Article 29	Overtime	25
Article 30	Shift Premium	26
Article 31	Work Schedule	26
Article 32	Lunch or Meal Periods	27
Article 33	Relief Periods	27
Article 34	Minimum Reporting Allowance	27

Article 35	Paid Holidays	28
Article 36	Vacations	29
Article 37	Health and Welfare	31
	37.06 Same Sex Benefits	32
Article 38	Uniform Allowance	34
Article 39	Rates of Pay	35
Article 40	Sick Leave	35
	40.05 Medical Certificates	36
Article 41	Workplace Safety and Insurance Board	36

SECTION III APPLIES TO PART-TIME EMPLOYEES BAR-GAINING UNIT ONLY

Article 42	Definition	36
Article 43	Seniority	37
	43.07 Lay-off Procedure	37
Article 44	Seniority Lists	40
Article 45	Loss of Seniority	41
Article 46	Permanent Transfers	41
Article 47	Job Posting	42
	47.08 Temporary Vacancies	43
	47.09 New Classifications	43
Article 48	Leave of Absence	44
Article 49	Maternity Leave	45
Article 50	Leave of Absence for Union Business	46
Article 51	Bereavement Leave	46
Article 52	Hours of Work	47
Article 53	Overtime	48
Article 54	Lunch or Meal Periods	49
Article 55	Minimum Reporting Allowance	49
Article 56	Holidays	50
Article 57	Vacations	51
Article 58	In Lieu of Benefits	52
Article 59	Rates of Pay	53
Article 60	Personal Illness	53
Article 61	Workplace Safety and Insurance Board	54

SECTION IV APPLIES TO BOTH BARGAINING UNITS

Article 62	The Nursing Homes and Related Industries Pension Plan	54
Article 63	Renewal, Amendment and Termination	56
	Schedule "B"	58
	Schedule "B"	59
	Letter of Understanding	60

This AGREEMENT, Made and entered into

BETWEEN:

HEUTINCK NURSING HOME LTD.
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
CHARTERED BY THE S.E.I.U.
AFFILIATED TO THE A.F.L.-C.I.O.-C.L.C.
(hereinafter called the "Union")

WHEREAS the Union is the certified bargaining agent for all employees in the Employer's nursing home at Hilltop Manor in Cambridge, Ontario, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

AND WHEREAS the Union is the certified bargaining agent for all employees of Heutinck Nursing Home Ltd. (Hilltop Manor) in Cambridge, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, charge nurses, supervisors, persons above the rank of supervisor and office staff.

AND WHEREAS it is agreed by the parties that each of the above groups of employees constitutes a separate bargaining unit and nothing in this Agreement shall be interpreted otherwise.

AND WHEREAS it is agreed by the parties that for ease of administration of the separate collective agreements they should be combined in one document.

NOW THEREFORE This agreement shall consist of four (4) parts as follows:

Part I Items applicable to both bargaining units.

Part II Items applicable only to employees regularly employed for more than twenty-four (24) hours per week, commonly referred to as full-time employees.

Part III Items applicable only to employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, commonly referred to as part-time employees.

Part IV Term of Agreement applicable to both bargaining units.

SECTION I

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 in its nursing home at Hilltop Manor in Cambridge, Ontario, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

2.02 The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Heutinck Nursing Home Ltd. (Hilltop Manor) in Cambridge, Ontario, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, charge nurses, supervisors, persons above the rank of supervisor, office staff and persons covered by an existing collective agreement.

2.03 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union

as bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

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

2.05 The Union shall not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without permission of the management of Hilltop Manor.

2.06 There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, sexual orientations, or other factors not pertinent to performance with respect to employment placement, promotion, salary determination, or other terms.

2.07 It is understood that where reference is made to the Administrator it shall be interpreted to mean "or designate". Where reference is made to Business Agent it shall become "Union Representative" throughout.

ARTICLE 3 - UNION SECURITY

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

3.02 The Employer agrees to deduct from each employee covered by this collective agreement, as a condition of employment, an amount equal to the regular monthly union dues as certified by the Union during the term of this Agreement.

3.03 Deductions shall be taken from the first pay of each month following the date of hire and forwarded to the Secretary Treasurer of the Local Union on or before the last day of the same month in which the deductions are made where possible.

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

- .04 (a) It is mutually agreed that a Union Representative shall be given the opportunity of holding a ten (10) minute interview with each new employee once upon the completion of the probation period for the purpose of informing such employee of the existence of the Union in the Nursing Home, and presenting such employee with a copy of the Union Agreement.
- (b) The Employer shall send each month (addressed to the Union office) all names of the persons to be interviewed. The interview shall take place on the Employer's premises in a room designated by the Employer at a time mutually convenient.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

4.01 In view of the orderly procedures established by the 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 strike, picketing, slow-down, either complete or partial, and the Employer agrees that there will be no lock-out.

4.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for those words in the Ontario Labour Relations Act, R.S.O., 1980.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that all rights, prerogatives and authority the Employer had prior to signing the first Agreement are retained by the Employer except those specifically abridged, delegated, granted or modified by this or any supplementary Agreements that may be made in the future, and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- (a) determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Centre.

- (b) maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause, provided that a claim by an employee who has completed his probation period that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
- (c) select, hire, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire employees and select employees for positions excluded from the bargaining unit;
- (d) operate and manage the business in all respects in accordance with the Employer's commitments, obligations and responsibilities.

5.02 **An** employee who has not completed his probationary period may be discharged without cause and at the sole discretion of the Employer.

5.03 The Employer agrees that it will not exercise its functions in Article 5 Management Rights, in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 (a) It is agreed that the Union will elect or otherwise select a negotiating committee consisting of two (2) full-time employees and one (1) part-time employee.

(b) All members of the Committee shall be employees of the Employer who have completed their probationary period.

6.02 The Employer will recognize a Union Administrative Committee which will consist of a Chief Steward and two (2) Stewards at the Nursing Home all selected from the members of the bargaining units, who will deal with matters applicable to both bargaining units. No more than two (2) committee members shall meet with management at any one time.

The Employer shall be advised immediately of the names of members of this Committee and shall be notified of any changes.

11 members of the Committee shall be employees of the Employer who have completed their probationary period.

Suitable subjects for discussion will include work load issues.

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour/Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union with standing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing of the facility, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

6.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the Committee will be carried on outside the regular working hours of the members thereof. In the event that Union activity must take place during working hours, committee members or stewards are required to obtain permission from the supervisor before leaving the work area, such permission will not be unreasonably withheld. When such union business has been completed the employee will advise the supervisor.

6.04 The members of the negotiating committee will suffer no loss in pay for the actual hours spent during their regular scheduled working hours attending negotiation meetings with the Employer for successor agreements up to but not including conciliation proceedings or subsequent proceedings.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

7.01 All complaints and grievances shall be taken up in the following manner:

tep 1

An employee having a question or complaint shall refer it to his immediate supervisor within four (4) working days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from the date of submission.

Step 2

Should any employee feel that his complaint or grievance has not been satisfactorily settled at Step 1 he may within five (5) working days after the decision at Step 1 refer the matter in writing to the Director of care or the Administrator. The nature of the grievance, the Article of the Agreement that has been violated, misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance which shall be dated and signed by the grievor. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such meeting the Administrator or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and that the business agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five working days following the meeting.

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 five (5) working days after the decision under Step 2 is given or within ten (10) working 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 be deemed to have been abandoned and the same grievance shall not be the subject matter of further grievances.

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

.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.04 Should two or more employees have a grievance of a similar nature, then it may be processed as one grievance at step 1 of the grievance procedure and throughout the grievance procedure.

7.05 Any grievance involving the interpretation or application of this Agreement which has been disposed of hereunder shall not be the subject of another grievance.

7.06 **An** employee, subject to written warning, suspension or discharge, shall have the right to the presence of a union steward or union committee member or a bargaining unit member at the time the disciplinary action is taken, if she so chooses.

7.07 Employer shall provide the employee with a copy of any written warning or disciplinary action affecting the employee.

(i) Letters of Reprimand

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

(ii) 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 (ie. residents and family) where the record will remain on file.

ARTICLE 8 - DISCHARGE GRIEVANCE

8.01 In the event of an employee who has completed his probationary period being discharged from employment, and the employee claims that he has been discharged without just cause, the case may be taken up as a grievance.

.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed his probationary period, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure 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 the Board of Arbitration, as the case may be.

ARTICLE 9 - POLICY GRIEVANCE

9.01 (a) The Union may file a "Policy Grievance" at Step 2 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed in writing within seven (7) working days of the initial incident giving rise to the complaint. The grievance must be signed by the Steward.

(b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application, interpretation or violation of any provision of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by senior management within seven (7) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working

days of such meeting.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain a formal statement of the subject of the grievance and the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within seven (7) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon the third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

The said two arbitrators first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the third arbitrator within the said period of ten (10) days to discuss the grievance submitted to them with a view to mutual settlement.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement which have been properly carried through all of the requisite steps of the Grievance Procedure including a question as to whether a matter is arbitrable shall be arbitrable.

0.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.

10.06 All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

10.07 No cost of any arbitration shall be awarded to or against any party.

10.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 11 - BULLETIN BOARD

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

ARTICLE 12 - PAY DAYS

12.01 The employer agrees that wages will be paid bi-weekly on Thursday, during working hours. The normal pay period shall be Sunday to Saturday inclusive.

Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on the second Thursday after each pay period ends. Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks' as the pay period.

12.02 Normally, pays will be deposited to their account every second Thursday.

12.03 Upon termination or lay-off the employee will be paid his final pay and his vacation pay on the regular pay day for that period within which he terminated or was laid off.

12.04 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedules A and B.

ARTICLE 13 - SAFETY COMMITTEE

13.01 The employer and the Union agree to the formation of a joint Safety Committee in compliance with Government Legislation.

ARTICLE 14 - PRINTING OF COLLECTIVE AGREEMENTS

14.01 The Employer agrees to pay one-half of the cost of printing the successor collective agreements up to a maximum of one hundred and fifty (\$150.00) dollars, for bargaining unit members and management.

ARTICLE 15 - NO CONTRACTING OUT

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

15.02 Full-time/Part-time Ratio

The Employer shall maintain the ratio of full-time to part-time employees established as of November 1, 1993.

ARTICLE 16 - EDUCATIONAL LEAVE

16.01 If required by the Employer an employee, shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.

16.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

16.03 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 a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specify the date of return.

SECTION II

APPLIES TO FULL-TIME EMPLOYEES BARGAINING UNIT ONLY

ARTICLE 17 - SENIORITY

17.01 A new employee shall be known as a probationary employee until he has worked forty-five (45) working days. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance and shall be at the sole discretion of the Employer.

17.02 The seniority of an employee, who has completed the probationary period, shall date forty-five (45) working days prior to the date on which the employee completed his probationary period.

17.03 The Employer agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions and in rehiring. In cases of promotion, demotion, or permanent transfers of employees, the qualifications, experience, ability and physical ability of the employees shall be considered. Where these things are equal, seniority shall be the determining factor.

17.04 Any question 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.

17.05 Lay-off Procedure

- .01 In the event of a proposed lay-off of a permanent or long term nature, the Home will provide the Union with at least 6 weeks notice. This notice is not in addition to required notice for individual employees.
- .02 In the event of a lay-off of a permanent or long term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:
- if service is greater than 9 years - 9 weeks notice
 - if service is greater than 10 years - 10 weeks notice
 - if service is greater than 11 years - 11 weeks notice
 - if service is greater than 12 years - 12 weeks notice
- .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 a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

Recall Rights

.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 purpose of the paragraph above, the Employer shall not act in an arbitrary manner.

(b) **An** employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

(c) No new employees shall be hired until all those laid off have been given an opportunity to return to

work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

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

(f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Benefits on Lay-off

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

ARTICLE 18 - SENIORITY LISTS

18.01 The Employer shall supply the Union with a set of seniority lists by departments in January and July of each year,

showing employees names alphabetically, sex and their seniority dates. It is the responsibility of the employee to challenge his seniority standing within ten (10) days of the list being posted if he has bona fide proof to question its accuracy, otherwise the list shall be deemed to be correct.

ARTICLE 19 - LOSS OF SENIORITY

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or
- (c) is absent from work without reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty (30) months by reason of lay-off; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB

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

An employee who has been granted a leave of absence or any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

RTICLE 20 - PERMANENT TRANSFERS

20.01 If an employee is transferred or reclassified to a higher rated job group he shall receive the higher of his present rate or the starting rate of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

20.02 If an employee is transferred to a lower rated job group due to a reduction in staff, the employee will receive the corresponding rate for the job group to which he is transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

ARTICLE 21 - JOB POSTING

21.01 In the event new jobs are created or vacancies occur in existing job classifications the Employer will post such new jobs or vacancies (if vacancy is to be filled) for a period of four (4) working days and shall stipulate the qualifications, classifications, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

21.02 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis as he sees fit.

21.03 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where the factors of qualifications, experience and ability are equal, the applicant with the greatest seniority shall fill the vacancy.

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

21.04 The Employer will discuss with the unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

21.05 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. At any time during the sixty (60) day period, either the Employer or employee may request that the employee return to his previous duties without loss of seniority. This return will be arranged as soon as possible with due regard for the disruption of the schedule. This shall apply in the case of return from promotion to a supervisory position.

21.06 Should an employee successfully bid for a job posting, no further bid for subsequent job posting will be considered until six (6) months have elapsed unless the applicant specifically obtains permission from the Employer.

21.07 **Any** vacancies arising from the initial posted vacancy will not require posting.

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

21.09 Temporary Vacancies

Until the vacancy is filled resulting from the job posting provisions or for temporary vacancies, the Employer is free to fill the vacancy on a temporary basis but shall give these hours to existing part-time and permanent employees that indicate a desire in writing for additional hours and/or shifts.

21.10 New Classifications

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. **Any** change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications

and the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 **An** employee desiring a short term leave of absence shall make a written application to his supervisor three (3) weeks in advance. All requests for short term leave of absence for more than three (3) working days but not more than six (6) working days shall be dealt with by the Administrator or his designate within five (5) working days.

22.02 Leave of absence for extenuating personal reasons for a length of time in excess of seven (7) days may be granted at the discretion of management and provided that it does not disrupt the efficient running of the Home.

- (a) Request for such leave must be made at least six (6) weeks prior to the date of the commencement of the leave. The written request must state the date of departure and the date of return.
- (b) In event that two or more employees request the same period of time, should management allow only one leave of absence, seniority shall be the deciding factor.

- (c) **An** employee must have completed twelve (12) consecutive months of employment prior to making a request for a leave of absence.

22.03 Request for leave of absence for compassionate reasons will be judged on individual merit of the application. Personal leaves shall be not unreasonably denied.

22.04 If leave of absence is granted, the employee shall be advised in writing.

22.05 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and his services shall be deemed terminated.

22.06 **An** employee who has been granted a leave of absence of any kind and who overstays his leave, unless he obtains permission or provides an explanation satisfactory to the Employer, shall be considered to have terminated his employment without notice.

ARTICLE 23 - MATERNITY LEAVE

23.01 Leave of absence for pregnancy without pay shall be granted subject to the following conditions:

- (a) The leave may be initiated by either the employee or the Employer at any time during the eleven (11) weeks prior to the expected date of birth. The employee must make written application for such leave, giving four (4) weeks' notice to the Employer, unless impossible, or the Employer to initiate the leave must give one (1) weeks' notice to the employee. In addition to such notice the employee shall supply the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date upon which the delivery will occur in his opinion.
- (b) The employee must have been employed for ten (10) months continuous service with the Employer prior to the beginning of the leave of absence.
- (c) The employee shall give at least four (4) weeks' notice of her intention to return to work.

- 5
- (d) The Employer may require the employee to commence the leave before the commencement of the eleven (11) week period, at such time as the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. In no event shall the leave commence later than the eighth month of the pregnancy.
 - (e) The maximum duration of a leave of absence for pregnancy reasons shall be six (6) months.
 - (f) Such absence is not an illness under the interpretation of this Agreement. Benefits under the indemnity plan can not be claimed.
 - (g) Effective April 1st, 1992, employees will receive a payroll cheque to supplement the Employment Insurance benefit for a period of up to seventeen (17) weeks.

The amount shall reflect the difference between the Employment Insurance benefit received by the employee and seventy-five percent (75%) of the employees' regular earnings.

Each employee will be responsible for providing the Employer with any information required to make this pay adjustment.

- (h) The Employer contributions to all benefits shall continue during the period of the leave as provided for under the Leave of Absence rules.

ARTICLE 24 - LEAVE OF ABSENCE FOR UNION BUSINESS

24.01 The Employer shall grant leave of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that in making requests for leave of absence that such leave will not unduly affect the proper operations of the Nursing Home.

24.02 Leave of Absence will be granted according to the following conditions:

- (a) Leave of absence will not be requested for more than three (3) employees in any calendar year.
- (b) No employee will be granted more than two (2) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than seven (7) days.
- (d) The cumulative leave of absence under this Article will not exceed twenty-one (21) days in any calendar year.

24.03 Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees.

24.04 For such leave of absence the Union must give twenty-one (21) days notice to the Employer.

ARTICLE 25 - LEAVE OF ABSENCE RULES

25.01(a) Where any leave of absence for personal reasons exceed four (4) or more consecutive weeks:

(i) Credits for seniority, salary increases, and vacation will be suspended during the leave.

(ii) The Employer will make no payments towards health and welfare payments during the leave. The employee may, however, continue his coverage by contributing the cost of the premiums to the Employer and the Employer will make the payments to the appropriate agency.

(b) In case of sick leave, absence covered by Workplace Safety and Insurance Board or maternity leave in excess of four (4) weeks:

(i) Credits for vacation will be suspended.

(ii) The Employer will make no payments towards health and welfare payments during the leave. The employee may, however, continue his coverage by contributing the cost of the premiums to the Employer and the Employer will make the payments to the appropriate agency.

- (c) Where an employee is on an approved Leave of Absence she will be paid for the first Statutory Holiday which occurs after the commencement of the Leave of Absence.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 Upon the death of an employee's spouse (to include same sex partner), child or step-child, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

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

26.03 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 not later than the day of the funeral.

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

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

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

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

ARTICLE 27 - COURT ATTENDANCE

27.01 The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a witness in

by court. The Employer shall pay such an employee the difference between his normal earnings and the payment he received for jury service or court witness, up to a maximum of three (3) months. The employee will present proof of service and the amount of pay received.

27.02 The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

ARTICLE 28 - HOURS OF WORK

28.01 The following is intended to define the normal hours of work for the 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.

28.02 The regular work shift for full time employees shall be seven and a half (7 ½) working hours per day exclusive of meal periods. The seven and a half (7 ½) working hours per day will be worked within an eight (8) hour period. It is understood that there shall be no split shifts.

ARTICLE 29 - OVERTIME

29.01 Overtime shall be paid for all hours worked over seven and a half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one half (1 ½) the employees' regular rate of pay. Overtime shall be paid on all hours worked over the assigned shift or where the bi-weekly hours exceed the hours scheduled on the posted sheet.

29.02 In the event employees of their own accord, for their own personal convenience arrange to change shifts with other appropriately qualified employees, with prior approval of the D.O.C. or her designate, the Employer agrees not to unreasonably interfere but requests signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts.

29.03 If an employee is required to work an extra continuous full shift as overtime, free lunch will be supplied during such shift in addition to overtime rates paid. If an employee is

required to work an extra three and three quarters (3 3/4) hours overtime at the end of his shift, one (1) free lunch will be supplied.

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

29.05 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

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

ARTICLE 30 - SHIFT PREMIUM

30.01 Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing there is a vacancy in the shift requested. Employees are not required to split shifts or rotate shifts. A shift premium of 30 cents per hour effective upon ratification, will be paid when an employee is required to work a shift other than his normal shift. This premium will not apply to the hours worked on the day shift.

ARTICLE 31 - WORK SCHEDULE

31.01 Work schedule covering a four (4) week period will be posted two (2) weeks in advance. Employees requests for specific days off must be submitted to the Director of Care one (1) week in advance of posting.

31.02 Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

31.03 The Employer agrees to arrange shift schedules so that employees will receive a minimum of sixteen (16) hours off between the end of one (1) shift and commencement of the next shift.

31.04 The present policy is not scheduling any employee to work more than seven (7) consecutive days without being given two (2) or

ore days off work provided however, that the overtime rate of one and a half (1½) times the employees applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shift between employees.

31.05 The Employer will endeavour to arrange shifts schedule to allow (wherever possible) for one (1) weekend off in two (2), but in no case for less than one (1) weekend off in three (3).

ARTICLE 32 - LUNCH OR MEAL PERIODS

32.01 Lunch or meal periods scheduled by the Employer will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

32.02 *An* employee is not considered "on call" during such lunch periods and may leave the building provided he punches out and punches in on the time clock and notifies his immediate supervisor in advance that he is leaving the building.

ARTICLE 33 - RELIEF PERIODS

33.01 Employees will receive a rest period or rest periods with pay totalling thirty (30) minutes in each shift. Such period or periods will be taken at a time or times as is mutually agreed between the Employer and employees.

ARTICLE 34 - MINIMUM REPORTING ALLOWANCE

34.01 If an employee reports for work at the regularly scheduled time for his shifts and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employees' regular rate provided that:

- (a) the employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employees' residence.
- (b) if requested by the Employer the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

E.02 Article 33.01 shall be waived and not binding upon the Employer in case of any labour dispute or conditions beyond the control of the Employer which disrupts the operation of the Nursing Home nor shall it apply to employees returning to work in advance of the mutually agreed return date after the employee has been absent.

ARTICLE 35 - PAID HOLIDAYS

35.01 Employees who have completed their probationary period shall receive the following statutory holidays with pay:

New Year Day	Labour Day
Heritage Day*	Thanksgiving Day
Victoria Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Aug.)	
* (3rd Monday in February)	

Effective July 28, 1999, one (1) Float Holiday. This Float Holiday must be requested four (4) weeks in advance.

Upon completion of the probationary period the employees shall be paid for the last paid holiday which occurred within the probationary period at the rate of pay which was in effect when the holiday occurred.

35.02 In the event that the Government legislates additional statutory holidays, they shall replace holidays listed above, as mutually agreed, and shall not result in the number of Holidays exceeding eleven.

35.03 Where one of the above named statutory holidays fall on a Saturday or Sunday an alternative day may be designated by the Employer as the Statutory Holiday.

35.04 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

35.05 In order to qualify for holiday pay an employee must work his full scheduled shift immediately preceding and immediately following the holiday.

35.06 However, when an employee is absent from the preceding and/or following shifts due to illness, verified by a Medical Doctor's certificate, the employee will be eligible for one day's holiday pay during any one period of illness.

35.07 **An** employee who is required to work on any of the above mentioned holidays will, in addition to his holiday pay be paid at the rate of one and one half (1½) times his regular rate of pay, or in lieu thereof be granted equivalent time off with pay equal to overtime rates.

35.08 **Any** employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified by a Medical Doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 34.04.

35.09 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday unless otherwise arranged between the employee and the Supervisor or the employee shall receive a day's pay. The options shall be at the discretion of the Employer.

35.10 All paid holidays will be distributed equally as reasonably possible amongst the employees. The final determination of working schedule remains with the Employer.

35.11 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.

ARTICLE 36 - VACATIONS

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

36.02 The period at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.

5.03 Vacation time may be scheduled between January 1st and December 31st of each year.

36.04 Vacations are not cumulative from year to year and all vacations must be taken by December 31st.

36.05 Employees who have not completed their probationary period as of the cut off date will receive four percent (4%) of their gross wages during the vacation year.

36.06 Employees who have completed their probationary period prior to the cut off date (June 30th) but have not completed one (1) year of service shall receive one (1) days vacation 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 during the vacation year.

36.07 Employees with one (1) year of service on or before the cut off date of the current year shall receive two (2) weeks (10 days) vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

36.08 Employees with three (3) years of service on or before the cut off date of the current year shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

36.09 Employees with eight (8) years of service on or before the cut off date of the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

36.10 Employees with fifteen (15) years of service on or before the cut off date of the current year shall receive five (5) weeks (25 days) vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

36.11 Employees with twenty-five (25) years of service on or before the cut-off date of the current year shall receive six (6) weeks (30 days) vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.

36.12 Employees who have lost their seniority and have terminated their employment as set out in Article 18 herein between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the annual vacation to which such employees shall be entitled from the cut off date of the year of termination of employment, which shall be paid no later than the

next regular payroll date.

36.13 Vacation pay shall be paid to all employees in advance of their vacation. Vacation pay must be requested in writing two (2) weeks prior to the pay day on which the cheque is required.

36.14 Where an employee's scheduled vacation is interrupted due to hospitalization the period of such illness shall be considered sick leave. The employee's vacation which is deemed to be sick leave will not be counted against the employee's vacation credits.

36.15 Vacation time will be allowed over Christmas and New Year's period.

36.16 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.

ARTICLE 37 - HEALTH AND WELFARE

37.01 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 payroll deductions.

- (a) one hundred percent (100%) of single basic premium for single employees;
- (b) one hundred percent (100%) of the Family basic premium for those employees who enroll in the plan and who have been determined as the primary breadwinner of the family.

Primary Breadwinner shall be defined as the member of the household claiming those covered by OHIP as dependents on the TD1 Income Tax Exemption Form. Employees carrying family coverage but not able to establish the status of family breadwinner, will pay the amount of the Family premium in excess of 100% of the single premium.

37.02 The Employer will provide a Blue Cross EHC Plan 10/20 deductible, or equivalent program. The Employer agrees to pay seventy-five percent (75%) of the billed single/family rate for employees who participate in the plan. If an employee is otherwise

covered, the Employer shall not be obligated to contribute. A Vision Care plan to include maximum benefits of one hundred dollars (\$100.00) every two (2) years shall be part of the EHC plan.

37.03 (a) The Employer agrees to pay one hundred percent (100%) of the premium for weekly indemnity insurance.
1-4-17 - 2/3 of income to a maximum of \$300.00.

(b) The Employer agrees to reimburse any employee who is off for day surgery which results in the employee being off for two (2) or more weeks on Weekly Indemnity. The Employer will pay for two (2) of the three (3) qualifying days once per calendar year.

37.04 The Employer agrees to pay one hundred percent (100%) of the premium of a group life insurance policy \$17,000.00 for each employee.

37.05 Effective as soon as practical following ratification, amend the Dental Plan to Blue Cross #9 (or its equivalent) based on the following fee schedule:

Effective 1999 - 1998 fee schedule
Effective 2000 - 1999 fee schedule
Effective 2001 - 2000 fee schedule

Fifty percent (50%) of the billed premiums to be paid by the Employer.

37.06 Same Sex Benefits

Effective the first full month following the ratification of this Agreement, same sex spouse will be eligible to be a dependent for insured benefits.

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

As per Arbitrator Teplitzky's February 27, 1997 award; 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 with ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his or her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be:

Nancy Backhouse
Deena Baltman

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

- (g) the arbitrator shall render a decision within 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 by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurers 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 underway, in respect of which an arbitrator has not been appointed shall proceed under this process.

ARTICLE 38 - UNIFORM ALLOWANCE

38.01 Effective April 1st, 1999, full-time employees shall receive in one instalment, a uniform allowance of nine dollars (\$9.00) per month.

ARTICLE 39 - RATES OF PAY

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

39.02 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

ARTICLE 40 - SICK LEAVE

40.01 Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness at least one (1) hour prior to the beginning of the employees scheduled starting time if on the day shift, and four (4) hours if on the afternoon shift or night shift except in case of emergency. The employee shall inform the Employer of the expected duration of the absence and any extensions if they occur, in order to allow for the proper scheduling of personnel to meet the needs of the Home.

40.02 *An* employee may be required to produce proof of sickness in the form of a medical certificate for any absence of three (3) days or more duration and where there is doubt that absenteeism is not due to sickness, the Employer may require proof of sickness by medical certificate for any absence. If requested by the Employer, the employee will provide a statement from his attending physician attesting to his physical and/or mental fitness to resume his full duties and responsibilities.

All sick notes to be paid by the Employer.

40.03 It is understood and agreed by both parties that neither pregnancy or resulting childbirth nor complications arising there from shall be considered as personal illness for the purpose of this Agreement.

40.04 All employees are required to notify the Home of their intention to return to work at least eight (8) hours prior to the commencement of the shift on which they plan to return. Failure to do so may result in no work being available. It is understood and agreed that employees may not return to work prior to the date agreed by the Employer in order to facilitate the return with the least disruption to the established schedule.

10.05 Medical Certificates

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

ARTICLE 41 - WORKPLACE SAFETY AND INSURANCE BOARD

41.01 **An** employee absent on Workplace Safety and Insurance Board shall, at the commencement of his first shift back to work, or within such other time period as determined by the Employer, provide the Employer with a statement from his attending physician attesting to his physical fitness to return to his full normal duties and responsibilities.

41.02 The Employer will pay the employees wages for the day of the accident.

SECTION III

APPLIES TO PART-TIME EMPLOYEES BARGAINING UNIT ONLY

ARTICLE 42 - DEFINITION

42.01 The word "employee" as used in this section shall mean an employee who normally works forty-eight (48) hours or less in a bi-weekly period.

It is understood and agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period, for up to twenty (20) consecutive weeks, shall retain her part-time status under this agreement according to the following conditions:

- (a) The employee is replacing a temporarily absent employee (who may be either a full-time or part-time employee).
- (b) The employee will, under normal circumstances return to her former position at the end of the replacement period.

ARTICLE 43 - SENIORITY

43.01 A new employee shall be known as a probationary employee until he has worked for three hundred thirty-seven and one-half (337.5) hours. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance, and shall be at the sole discretion of the Employer.

43.02 An employee who has completed the probationary period shall be credited with three hundred thirty-seven and one-half (337.5) hours of seniority.

43.03 In cases of promotion or permanent transfer of employees, the qualifications, experience, ability and physical ability of the employees shall be considered. Where these factors are equal, seniority shall be the determining factor.

43.04 When an employee is hired into the full-time bargaining unit from the part-time bargaining unit, seniority in terms of hours accumulated in the part-time bargaining unit shall be transferred to full-time status and converted to seniority in terms of years and days and vice-versa (on the basis of one (1) year equals 1800 hours).

43.05 When an employee is hired into the full-time bargaining unit he shall serve an assessment period of thirty (30) days worked. The employee may be returned to a former position if in the opinion of the Employer the employee is not capable of performing the required duties of the full-time position. During the thirty (30) days assessment period, the employee may also assess his new position and during said period shall have the option of returning to his former position. In such case any employee(s) involved in back-up moves will revert to their former positions.

43.06 When the Employer hires a full-time employee into the part-time bargaining unit, for purposes of determining the employee's wage rate and vacation entitlement under the part-time Agreement, the Employer will give credit for the length of continuous service as a full-time employee and vice-versa (on the basis of one (1) year equals 1800 hours).

43.07 Lay-off Procedure

.01 In the event of a proposed lay-off of a permanent or long term nature, the Home will provide the Union with at

least 6 weeks notice. This notice is not in addition to required notice for individual employees.

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

- if service is greater than 9 years - 9 weeks notice
- if service is greater than 10 years - 10 weeks notice
- if service is greater than 11 years - 11 weeks notice
- if service is greater than 12 years - 12 weeks notice

.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's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications

as defined in this Article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

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

Recall Rights

.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 from which she was laid off shall have the privilege of returning to the position she held prior 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.

(f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

Benefits on Lay-off

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

ARTICLE 44 - SENIORITY LISTS

44.01 The Employer will supply the Union with a set of seniority lists by departments in January and July of each year showing the employees names and their seniority standing by hours. It is the responsibility of the employee to challenge his seniority standing within ten (10) days of the list being posted if he has bona fide proof to question its accuracy, otherwise the list shall be deemed to be correct.

ARTICLE 45 - LOSS OF SENIORITY

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

- (a) voluntary resigns, retires or is discharged for just cause; or
- (b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability; or
- (c) is absent from work without reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty (30) months by reason of lay-off; or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB

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

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

ARTICLE 46 - PERMANENT TRANSFERS

46.01 If an employee is transferred or reclassified to a higher rated job group he shall receive the higher of his present rate or the starting rate of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

46.02 If an employee is transferred to a lower rated job group due to reduction in staff, the employee will receive the corresponding rate for the job group to which he is transferred.

b seniority for pay purposes shall include seniority on the job he is being transferred from.

ARTICLE 47 - JOB POSTING

47.01 In the event new jobs are created or vacancies occur in existing job classifications the Employer will post such new jobs or vacancies (if vacancy is to be filled) for a period of four (4) working days and shall stipulate the qualifications, classifications, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

47.02 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis as he sees fit.

47.03 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where the factors of qualifications, experience and ability are equal, the applicant with the greatest seniority shall fill the vacancy.

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

47.04 The Employer will discuss with the unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

47.05 Commencing on the date of transfer, there will be a trial period of thirty (30) working days in order to determine that the employee has the skill and ability to perform the new duties. At any time during the thirty (30) days period, either the Employer or employee may request that the employee return to his previous duties without loss of seniority. This return will be arranged as soon as possible with due regard for the disruption of the schedule. This shall apply in the case of return from promotion to a supervisory position or being hired to a full time position.

47.06 Should an employee successfully bid for a job posting, no further bid for subsequent job posting will be considered until six (6) months have elapsed unless the applicant specifically obtains permission from the Employer.

47.07 Any vacancies arising from the initial posted vacancy will not require posting.

47.08 Temporary Vacancies

Until the vacancy is filled resulting from the job posting provisions or for temporary vacancies, the Employer is free to fill the vacancy on a temporary basis but shall give these hours to existing part-time and permanent employees that indicate a desire in writing for additional hours and/or shifts.

47.09 New Classifications

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board or Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit

iving regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 48 - LEAVE OF ABSENCE

48.01 *An* employee desiring a short term leave of absence shall make a written application to his supervisor three (3) weeks in advance. All requests for short term leave of absence for more than three (3) working days but not more than six (6) working days shall be dealt with by the Administrator or his designate within five (5) working days.

48.02 Leave of absence for extenuating personal reasons for a length of time in excess of seven (7) days may be granted at the discretion of management and provided that it does not disrupt the efficient running of the Home.

- (a) Request for such leave must be made at least six (6) weeks prior to the date of the commencement of the leave. The written request must state the date of departure and the date of return.
- (b) In event that two or more employees request the same period of time, should management allow only one leave of absence, seniority shall be the deciding factor.
- (c) *An* employee must have completed twelve (12) consecutive months of employment prior to making a request for a leave of absence.

48.03 Request for leave of absence for compassionate reasons will be judged on individual merit of the application. Personal leaves shall not unreasonably denied.

48.04 If leave of absence is granted, the employee shall be advised in writing.

48.05 Employees who are on leave of absence will not engage in gainful employment on such leave, and if an employee does engage in gainful employment while on such leave, he will forfeit all seniority rights and his services shall be deemed terminated.

48.06 An employee who has been granted a leave of absence of any kind and who overstays his leave, unless he obtains permission or provides an explanation satisfactory to the Employer, shall be considered to have terminated his employment without notice.

ARTICLE 49 - MATERNITY LEAVE

49.01 Leave of absence for pregnancy without pay shall be granted subject to the following conditions:

- (a) The leave may be initiated by either the employee or the Employer at any time during the eleven (11) weeks prior to the expected date of birth. The employee must make written application for such leave, giving four (4) weeks' notice to the Employer, unless impossible, or the Employer to initiate the leave must give one (1) weeks' notice to the employee. In addition to such notice the employee shall supply the Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated date upon which the delivery will occur in his opinion.
- (b) The employee must have been employed for one (1) year with the Employer prior to the beginning of the leave of absence.
- (c) The employee shall give at least four (4) weeks' notice of her intention to return to work.
- (d) The Employer may require the employee to commence the leave before the commencement of the eleven (11) week period, at such time as the duties of her position cannot be reasonably performed by a pregnant woman or the performance of the employee's work is materially affected by the pregnancy. In no event shall the leave commence later than the eighth month of the pregnancy.
- (e) The maximum duration of a leave of absence for pregnancy reasons shall be six (6) months.
- (f) Such absence is not an illness under the interpretation of this Agreement.

9

- (g) Effective April 1st, 1992, employees will receive a payroll cheque to supplement the Employment Insurance benefit for a period of up to seventeen (17) weeks.

The amount shall reflect the difference between the Employment Insurance benefit received by the employee and seventy-five percent (75%) of the employee's regular earnings.

Each employee will be responsible for providing the Employer with any information required to make this pay adjustment.

ARTICLE 50 - LEAVE OF ABSENCE FOR UNION BUSINESS

50.01 The Employer shall grant leave of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that in making requests for leave of absence that such leave will not unduly affect the proper operations of the Nursing Home.

50.02 Leave of absence will be granted according to the following conditions:

- (a) Leave of absence will not be requested for more than two (2) employees in any calendar year. Only one (1) employee may be absent on such leave at any one time.
- (b) No employee will be granted more than two (2) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than seven (7) days.
- (d) The cumulative leave of absence under this Article will not exceed twenty-one (21) days in any calendar year.

50.03 For such leave of absence the Union must give twenty-one (21) days notice to the Employer.

ARTICLE 51 - BEREAVEMENT LEAVE

51.01 Upon the death of an employee's spouse (to include same sex partner), child or step-child, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.

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

51.03 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 not later than the day of the funeral.

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

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

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

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

ARTICLE 52 - HOURS OF WORK

52.01 No employee covered by the Agreement is guaranteed hours of work per day, or per week, or days of work per week.

52.02 **An** employee is eligible for a fifteen (15) minute paid rest period for each three and three-quarter (3 3/4) hours worked.

52.03 A full shift shall mean seven and one-half (7 ½) consecutive hours worked, excluding meal periods and including rest periods.

52.04 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

52.05 Work schedules covering a four (4) week period will be posted two (2) weeks in advance, for part-time employees working a regular schedule. Employee requests for specific days off at the must be submitted to the Director of Care one (1) week in advance of posting.

52.06 It is understood by the very nature of part-time employment that it is necessary for part-time employees to be available to work additional shifts as the needs of the Home require in excess of those shifts which may be on the schedule.

The Employer recognizes the integrity of the part-time position and will endeavour not to make excessive requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.

52.07 If an employee is called in to work for a full shift on a day the employee is not scheduled to work, she will receive pay for the full shift providing the employee reports for work within one (1) hour of being so notified and Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits.

52.08 It is understood that there shall be no split shifts.

ARTICLE 53 - OVERTIME

53.01 Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one half (1 ½) the employees' regular rate of pay.

53.02 In the event employees of their own accord, for their own personal convenience arrange to change shifts with other appropriately qualified employees, with prior approval of the D.O.C. or her designate, the Employer agrees not to unreasonably interfere but requests signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts.

53.03 If an employee is required to work an extra continuous full shift as overtime, free lunch will be supplied during such shift in addition to overtime rates paid. If an employee is required to work an extra three and three-quarters (3 3/4) hours overtime at the end of his regular shift, one (1) free lunch will be supplied.

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

53.05 Overtime shall be based on the employees' regular rate of pay and there shall not be any pyramiding of overtime under this Article.

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

ARTICLE 54 - LUNCH OR MEAL PERIODS

54.01 Lunch or meal periods scheduled by the Employer will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided.

54.02 *An* employee is not considered "on call" during such lunch periods and may leave the building provided he punches out and punches in on the time clock and notifies his immediate supervisor in advance that he is leaving the building.

ARTICLE 55 - MINIMUM REPORTING ALLOWANCE

55.01 If an employee reports for work at his scheduled time for his shift and no work is available such employee will be entitled to a minimum of one-half of his scheduled shift at the employees' regular rate provided that:

- (a) the employee has not been previously notified by the Employer not to report, either orally or by message left at the employees' residence;
- (b) if requested by the Employer the employee shall perform a minimum of one-half of his scheduled shift at such

available work as the Employer may assign.

55.02 Article 55.01 shall be waived and not binding upon the Employer in case of any labour dispute or conditions beyond the control of the Employer which disrupts the operation of the Nursing Home.

55.03 *An* employee who has been absent for one shift or more is not eligible for any minimum reporting allowance for the first shift he reports following the absence.

ARTICLE 56 - HOLIDAYS

56.01 The following holidays are recognized by the Employer:

New Year Day	Labour Day
Heritage Day*	Thanksgiving Day
Victoria Day	Remembrance Day
Good Friday	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Aug.)	
* (3rd Monday in February)	

Effective July 28, 1999, employee's birthday

56.02 In the event the government legislates additional statutory holidays, they shall replace holidays listed above, as mutually agreed, and shall not result in the number of Holidays exceeding eleven.

56.03 To be eligible for holiday pay an employee must:

- (a) have completed the probation period prior to the holiday;
- (b) have worked twelve or more shifts in the four (4) weeks preceding the holiday;
- (c) work his full scheduled shift immediately preceding and immediately following the holiday.

56.04 Holiday pay for eligible employees is calculated for each holiday based on the average number of shifts worked per week in the 4 preceding weeks as a ratio of a normal work week (5 shifts).

56.05 Where one of the above named statutory holidays falls on a Saturday or Sunday an alternative day may be designated by the Employer as the Statutory Holiday.

56.06 Any employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified by a Medical Doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 56.04.

56.07 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.

56.08 **An** employee who is required to work on a holiday designated by the Employer as set out in 56.01 will be paid at the rate of one and one half (1 ½) times his regular rate of pay for all such hours worked on such day or in lieu thereof may be granted equivalent time off with pay.

ARTICLE 57 - VACATIONS

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

57.02 The period at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.

57.03 Vacation time will be allotted between January 1st and December 31st.

57.04 Vacations are not cumulative from year to year and all vacations must be taken by December 31st.

57.05 Employees who have not completed their probationary period as of the cut off date will receive four percent (4%) of their gross wages during the vacation year.

57.06 Employees who have completed three hundred and seventy-five (375) hours and less than twelve (12) months as of June 30th will be granted one (1) day vacation for each one hundred and

fifty-seven and one-half (157½) hours of service to a maximum of ten (10) working days. Vacation pay for such employees will be at four (4) percent of gross wages during the vacation year.

57.07 Employees who have completed twelve (12) months as of June 30th in any year shall receive two (2) calendar week's vacation with pay at four (4) percent of their gross wages for the vacation year.

57.08 Employees who have completed more than five thousand four hundred (5,400) as of June 30th in any year shall receive three (3) calendar week's vacation with pay at six (6) percent of their gross earnings for the vacation year.

57.09 Employees with eight (8) years of service on or before the cut off date of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year (8 x 1800).

57.10 Employees with fifteen (15) years of service will receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year (15 x 1800).

57.11 Employees with twenty-five (25) years of service on or before the cut-off date of the current year shall receive six (6) weeks vacation. Vacation for such employees will be twelve percent (12%) of gross earnings for the vacation year.

57.12 Vacation pay shall be paid to all employees in advance of their vacation. Vacation pay must be requested in writing two (2) weeks prior to the pay day on which the cheque is required.

57.13 Vacation time to be allowed over Christmas and New Year's period.

57.14 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.

ARTICLE 58 - IN LIEU OF BENEFITS

58.01 In lieu of the benefits payable to employees under the terms of the Full-time Collective Agreement: OHIP Life Insurance,

ental Plan, Extended Health Care, Vision Care, Weekly Indemnity, Uniform Allowance and Shift Premium, all part-time employees who have completed their probation period shall receive fifty cents (50 cents) for each hour worked.

ARTICLE 59 - RATES OF PAY

59.01 Attached hereto and forming part of this Agreement is Schedule "B" relating to job classifications and hourly rates of pay.

59.02 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

59.03 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked shall be used for the purposes of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 60 - PERSONAL ILLNESS

60.01 Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness at least one (1) hour prior to the beginning of the employee's scheduled starting time if on the day shift, and four (4) hours if on the afternoon shift or evening shift except in case of emergency. The employee shall inform the Employer of the expected duration of the absence and any extensions if they occur, in order to allow for the proper scheduling of personnel to meet the needs of the Home.

60.02 **An** employee may be required to produce proof of sickness in the form of a medical certificate for any absence of three (3) days or more duration. Where there is doubt that absenteeism is not due to sickness, the Employer may require proof of sickness by medical certificate for any absence. If requested by the Employer, the employee will provide a statement from his attending physician attesting to his physical and/or mental fitness to resume his full duties and responsibilities. All sick notes to be paid by the Employer.

0.03 In the event the Nursing Home requires an employee to undergo a medical examination, the employee will be given reasonable time off without loss of wages to see his physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use his own physician and, in the opinion of the Home, the physician's report is inadequate, a further consultation may be required by the Home with a second physician.

ARTICLE 61 - WORKPLACE SAFETY AND INSURANCE BOARD

61.01 **An** employee absent on W.S.I.B. shall at the commencement of his first shift back to work, provide the Employer with a statement from his attending physician attesting to his physical fitness to return to his full normal duties and responsibilities.

SECTION IV APPLIES TO BOTH BARGAINING UNITS

ARTICLE 62 - THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

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

" Applicable Wages" means the basic straight time wages for all hours worked and in addition:

(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 and similar payments 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 for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.
- .03 The employee and Employer contributions shall be remitted to the Plan by the Employer 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 the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the 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. CHP8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the terms required for each eligible employee by Article .05 of the Agreement are:

X

(i) To Be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of First Contribution
Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)

(ii) To Be Provided With Each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
YTD Pension Contributions
Employer portion of arrears owing due to error or late enrolment by the Employer

(iii) To Be Provided Once, If Status Changes

Full Address as Provided to the Home
Termination Date where applicable (MM/DD/YY)

(iv) To Be Provided Once, If They are Readily Available

Gender
Marital Status

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.

.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 63 - RENEWAL, AMENDMENT AND TERMINATION

63.01 This Agreement shall be effective from April 1, 1999 and shall continue in effect until March 31, 2001 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing within ninety

10) days prior to the expiration date that it desires to amend or terminate this Agreement.

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

63.03 If pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act, R.S.O. 1980, as amended, whichever should first occur.

Dated this 23rd day of December 1999.

FOR THE UNION

FOR MANAGEMENT

Helen Evans

[Signature]

Pat Bryan

Heeta Morten

Murray Goodland

MG/KO

SCHEDULE "B"

1.01 WAGE RATE AND JOB CLASSIFICATIONS FOR FULL-TIME EMPLOYEES

	April 1999	April 2000
Kitchen, Laundry & Housekeeping		
Probationary	\$12.99	\$13.12
Start	\$13.35	\$13.48
1 Year	\$13.62	\$13.76
2 Years	\$14.35	\$14.49
Nurses Aide		
Probationary	\$13.35	\$13.48
Start	\$13.68	\$13.a2
1 Year	\$13.98	\$14.10
2 Year	\$14.67	\$14.a2
Cook Helper		
Probationary	\$13.63	\$13.77
Start	\$14.06	\$14.20
1 Year	\$14.42	\$14.56
2 Years	\$14.75	\$14.90
Cook		
Probationary	\$14.24	\$14.38
Start	\$14.53	\$14.68
1 Year	\$14.95	\$15.10
2 Years	\$15.31	\$15.46
R.P.N.		
Probationary	\$15.15	\$15.30
Start	\$15.a7	\$16.03
1 Year	\$16.22	\$16.38
2 Year	\$16.38	\$16.54

SCHEDULE "B"

1.01 WAGE RATE AND JOB CLASSIFICATIONS FOR PART-TIME EMPLOYEES

	April 1999	April 2000
Kitchen, Laundry & Housekeeping		
Probationary	\$12.99	\$13.12
337.5 Hours	\$13.35	\$13.48
1,800 Hours	\$13.62	\$13.76
3,600 Hours	\$14.35	\$14.49
Nurses Aide		
Probationary	\$13.35	\$13.48
337.5 Hours	\$13.68	\$13.82
1,800 Hours	\$13.96	\$14.10
3,600 Hours	\$14.67	\$14.82
Cook Helper		
Probationary	\$13.63	\$13.77
337.5 Hours	\$14.06	\$14.20
1,800 Hours	\$14.42	\$14.56
3,600 Hours	\$14.75	\$14.90
Cook		
Probationary	\$14.24	\$14.38
337.5 Hours	\$14.53	\$14.68
1,800 Hours	\$14.95	\$15.10
3,600 Hours	\$15.31	\$15.46
R.P.N.		
Probationary	\$15.15	\$15.30
337.5 Hours	\$15.87	\$16.03
1,800 Hours	\$16.22	\$16.38
3,600 Hours	\$16.38	\$16.54



LETTER OF UNDERSTANDING

The parties agree to a wage re-opener on monetary issues (wages, vacation, statutory holidays) within sixty (60) days of the Central Nursing Home Award.

LETTER OF UNDERSTANDING

The parties agree to update Pension language as agreed to and awarded through the Central Nursing Home process.

LETTER OF UNDERSTANDING

The parties agree to allow a format at the employee's option for deductions and remittance for Canada Savings Bonds.

LETTER OF UNDERSTANDING

The parties agree whereby if a requirement of the Ministry of Health is for a "Food Handler Certificate", the parties will negotiate appropriate reimbursement for course and books.