

19 Employees

Unit No. 100, 100C

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL PARK LODGES, OPERATING AS;
UXBRIDGE HEALTH CARE CENTRE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
CHARTERED BY THE S.E.I.U., A.F.L., C.I.O., C.L.C.

EFFECTIVE: MARCH 1, 1999

EXPIRY: DECEMBER 31, 2000

FULL-TIME AND PART-TIME SERVICE

RECEIVED
MAY 1 1999

INDEX

ARTICLE	PAGE
Article 1 Purpose	1
Article 2 Scope and Recognition	1
Article 3 Security	2
3.03 Supervisors and Work of the Bargaining Unit	2
Article 4 Contracting Out	2
Article 5 Union Dues	2
Article 6 Management Rights	3
Article 7 No Strikes or Lockouts	4
Article 8 Grievance and Negotiating Committees	4
8.01 Union Grievance Committee	4
8.06 Negotiating Committee	4
8.07 Labour/Management Committee	5
Article 9 Union Policy Grievance	5
9.02 Group Grievance	6
Article 10 Employer Grievance	6
Article 11 Grievance Procedure	6
11.04 Letters of Reprimand	8
11.05 Personal File	9
9Article 12 Discharge & Suspension Cases	9
Article 13 Arbitration	9
13.10 Sole Arbitrator	11
Article 14 Seniority	12
14.05 Layoff and Recall	14
Article 15 Job Posting	16
Article 16 Wages	18
Article 17 Pay Days	18
Article 18 Contract Printing	18
Article 19 Bulletin Boards	18
Article 20 Hours of Work	19
20.06 Rest Periods	19
20.08 Call Back	19
20.10 Overtime	20
20.11 Shift Premium	20
Article 21 Leave of Absence	21
21.01 Personal Leave	21
21.02 Bereavement Leave	21
21.03 Jury and Witness Duty	21
21.04 Workers Safety and Insurance Board	22
21.05 Educational Leave	23
21.07 Pregnancy & Parental Leave	24
21.08 Effect of Absence	28
Article 22 Statutory Holidays	29

Article 23	Vacations	30
Article 24	Sick Leave	31
Article 25	Fringe Benefits	33
Article 26	Pension Plan	36
Article 27	Health and Safety	38
	27.03 Infectious Disease	38
Article 28	Uniform Allowance	39
Article 29	Wage Progression	39
Article 30	Retroactivity	39
Article 31	Transfer Outside the Bargaining Unit	39
Article 32	Term of Agreement	39
	Schedule "A"	41
	Schedule "A"	42
	Schedule "A"	43
	Part-time Service Addendum	44

COLLECTIVE AGREEMENT

BETWEEN

CENTRAL PARK LODGES, OPERATING AS;
UXBRIDGE HEALTH CARE CENTRE
(hereinafter referred to as "the Employer")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(hereinafter referred to as "the Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish mutually satisfactory relations 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, wages, and benefits for all employees within the bargaining unit, all expressly provided in this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees of Central Park Lodge, Operating as; Uxbridge Health Care Centre in Uxbridge, 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 22.5 hours per week and students employed during the school vacation period.

2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 The word "employee" or "employees" wherever used in this Agreement shall be interpreted as such, limited to the scope of this Agreement.

2.04 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun and vice versa.

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

ARTICLE 3 - SECURITY

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

3.02 It is mutually agreed that arrangements will be made for a Union Representative or his designate to interview each new employee who is not a member of the Union once, upon completion of thirty (30) working days of employment, for the purpose of informing such employee of the existence of the Union in the nursing home and ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The meeting will take place within the first thirty (30) days of employment.

3.03 Supervisors and Work of the Bargaining Unit

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

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

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

ARTICLE 4 - CONTRACTING OUT

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

ARTICLE 5 - UNION DUES

5.01 As a condition of employment, the Nursing Home will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union.

5.02 Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for

part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

5.03 The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Nursing Home of any changes therein and such notification shall be the Nursing Home's conclusive authority to make the deductions specified.

5.04 In consideration of the deducting of Union dues by the Nursing Home, the Union agrees to indemnify and save harmless the Nursing Home against any claims or liabilities arising or resulting from the operation of this article.

5.05 Dues deducted by the 15th of the month shall be remitted monthly to the Union, no later than the end of the month in which the dues were deducted.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union acknowledges that all management rights are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing home;
- (b) to maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be posted on the employee's Bulletin Board with a copy supplied to the Local Union. The management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin boards with copies to be supplied to the Local Union. The Local Union shall have the right to make representation before any new rule is amended or any new rule is introduced;
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure 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, and the Employer agrees that there will be no lockout.

7.02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act, R.S.O., c.232.

ARTICLE 8 - GRIEVANCE AND NEGOTIATING COMMITTEES

8.01 Union Grievance Committee

The Employer acknowledges the right of the Union to elect a Union Grievance Committee which shall not be composed of more than five (5) stewards, three from the full-time unit and two from the part-time unit. One of the full-time stewards shall be the Chief Steward. It is understood that in electing stewards the Union will secure its representation from among those employees who have acquired seniority.

8.02 The Employer will recognize and work with the said Committee in accordance with grievance procedure set out in Article 11.01 on any matter properly arising out of this Agreement, and the Committee will co-operate with the Employer in the administration of the Agreement. All members of the Committee shall be regular employees who have completed their probationary period.

8.03 The Union will supply in writing to the Employer the names of their representatives and any changes thereto, including the names of acting representatives appointed to serve an area temporarily, within ten (10) days of any such change or appointment and the Employer shall not be required to recognize any such representative until it has been so notified.

8.04 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer and that such person shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate supervisor and shall report again to him at the time of their return to work. Time away from his job for the purpose of handling existing grievances will be interpreted as time worked provided such handling is within the Home.

8.05 The Employer will supply the Union with a list of employees acting in the capacity of foreman or other position of authority over employees in the bargaining unit.

8.06 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) employees from the full-time bargaining unit and two (2) from the part-time bargaining unit, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement and such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement. An officer of the Union or International Representative may participate in such negotiations. The Employer shall pay any members of the negotiating committee their straight time wages for any scheduled working time lost while negotiating with the Employer up to and including conciliation, but excluding arbitration.

8.07 Labour/Management Committee

The Employer and the Union shall each appoint up to four (4) representatives to the Labour-Management Committee. The committee will normally meet once every three (3) months. It is understood however, the committee may meet more frequently by mutual agreement. The chairperson shall prepare an agenda at least one (1) week before regular meetings.

While it is understood and agreed that the committee shall determine its own procedures, it is agreed the committee will not discuss matters which are properly the subject matter of a grievance under the Collective Agreement, nor is the committee **empowered** to amend the terms of the Collective Agreement. Suitable subjects for discussion will include orientation and aggressive residents.

ARTICLE 9 - UNION POLICY GRIEVANCE

9.01 The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement affecting the Union. Such grievance shall be filed at Step No. 2 of the Grievance Procedure providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular Grievance Procedure shall not be thereby bypassed.

9.02 Group Grievance

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

ARTICLE 10 - EMPLOYER GRIEVANCE

10.01 It is understood that the Employer may at any time file a grievance with the representative of the Union and request a meeting with him to discuss any complaint with respect to the conduct of the Union, its officers, or committeemen, in its relationships with the Employer or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and that if such grievance by the Employer is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set forth in Article 13 below within ten (10) days and at Step 3 of the Grievance Procedure.

ARTICLE 11 - GRIEVANCE PROCEDURE

A grievance under this agreement shall be defined as any difference or dispute between the employer and any employee relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, and an allegation that this agreement has been violated.

11.01(a) It is the mutual desire of the Employer and the Union that all complaints and grievances be adjusted as quickly as possible.

An employee having a complaint shall firstly take the matter up verbally with his supervisor or designate.

- (b) Employees shall process their complaints and grievances in the manner hereinafter laid down in this article and in article 9 of this agreement.
- (c) When as hereinafter required, a grievance is to be submitted in writing, such grievance shall be in writing in a form such that it may be recognized as a grievance, and such grievance shall contain a concise statement of the matter complained of, and the redress sought, and shall be signed by the employee submitting the grievance.
- (d) If the complaint is not satisfactorily resolved after the employee has contacted her supervisor, the complaint may then be taken up as a grievance in the following manner:

Step 1

Failing settlement of the complaint it shall be submitted as a grievance (in writing at step 1 on the union grievance form), to the employee's immediate supervisor or her designate within five (5) days after the date on which the cause for the complaint occurred. The supervisor or her designate shall render their decision in writing to the employee concerned on the grievance form within four (4) days after the date on which she received the employee's written grievance.

Step 2

If the written decision of the supervisor or her designate is not satisfactory to the employee concerned, the employee may appeal the decision by submitting the grievance form to the Administrator or his designate at step 2 of the grievance procedure within five (5) days of the receipt of the decision of the supervisor or her designate. The Administrator shall convene a meeting with the employee concerned, her steward and chief steward, and a union representative within five (5) days of the receipt of the grievance form. The purpose of this meeting shall be to discuss and consider the grievance. The Administrator or his designate shall deliver his decision in writing within three (3) days of the meeting to the chief steward.

Step 3

If the written decision of the Administrator or his designate is not satisfactory to the grievor at step 2, the grievance may be returned at step 3 on the grievance form within five (5) days of receipt of the decision. Should the Administrator fail to render his decision as required in step 3 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 3 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

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

11.03 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.

11.04 Letters of Reprimand

(a) Letters of reprimand are to be removed from an employees personnel file after twelve (12) 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.

(b) Suspension

Records of suspension are to be removed from an employees 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.

11.05 Personal File

At the time of their annual appraisal, an employee may review his personal personnel file and, upon request, will be provided photocopies of any documents contained in that file.

ARTICLE 12 - DISCHARGE & SUSPENSION CASES

12.01 A claim by an employee who has completed probation that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer within seven (7) working days after the discharge is effected or such longer period as may be mutually agreed. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

12.02 When an employee has been dismissed or suspended, the steward shall be notified and the employee shall have the right to interview his steward if available for a reasonable period of time before leaving the premises.

12.03 Any written warning to be placed in the employee's files, the employee will be given two (2) copies with the instruction that one (1) copy is to go to the Union (if he/she so desires). Upon receipt of said copies the employee may sign the original copy on his/her file indicating that he did in fact receive the copies but not to admit guilt or to agree with the action taken by the Employer. Any unjust action may be the subject of the Grievance Procedure.

ARTICLE 13 - ARBITRATION

13.01 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 the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) 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 of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

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

13.03 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.

13.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to 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 including a question as to whether a matter is arbitrable shall be arbitrable.

13.05 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.

13.06 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.

13.07 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

13.08 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.

13.09 In processing complaints under the Grievance and Arbitration Procedures, the word "days" shall not include Saturdays, Sundays and Holidays.

13.10 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite board of arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular Arbitration Procedure shall apply.

13.11 Neither a Board of Arbitration nor a sole arbitrator shall have the power to add to, delete from, or amend this Agreement.

13.12 At any stage of the grievance procedure, the parties may have the assistance of the employee (or employees) concerned as a witness, who may make themselves available without pay, 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.

13.13 - New Language

- (i) The Parties agree to implement a Grievance Mediation procedure In accordance with the following provisions:
- (A) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
 - (B) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to Mediation or longer period as agreed by the parties.
 - (C) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
 - (D) The parties shall agree on a mediator.
 - (E) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the Proceedings shall be made and legal counsel shall not be used by either party.

- (F) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (G) The Mediator will have the authority to meet separately with either party.
- (H) If no settlement is reached within five (5) days following Grievance.

Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of this collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

- (I) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 14 - SENIORITY

- 14.01(a) Seniority is the ranking of employees in accordance with their length of employment with the Employer. Seniority is based upon the length of continuous service since the last date of hire by the Employer. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order.
- (b) Home-wide seniority shall govern entitlements to vacation, wage grid placement, layoff and recall.
- (c) Classification seniority- separate seniority lists shall be maintained for the following classifications:
 - (a) R.N.A.
 - (b) Nurses Aide (including Health Care Aide) and Activity Aides
 - (c) Cook 1
 - (d) Cook 2
 - (e) Dietary/Laundry/Housekeeping Aide
 - (f) Handyman
- (d) Where an employee works in more than one (1) classification, classification seniority shall be used for the purposes of promotion within the classification only.

14.02 **An** employee will be on probation until he has completed 337.5 hours worked. Upon completion of such probationary period, the employee's name shall be placed on the respective seniority list and credited with 337.5 hours worked seniority. The discharge of a probationary employee shall not be subject of a grievance. A

revised copy of the seniority list shall be posted on the appropriate bulletin board and a copy sent to the Union office in January and July of each year showing the employee's name, classification and seniority date. When supplying seniority lists to the Union, the Employer will also supply addresses, unless the individual employee objects.

14.03 In all cases of layoffs and recalls from layoff, promotions, demotions, and permanent transfer, the following factors shall be considered:

- (a) seniority;
- (b) skill, efficiency, ability, qualification and experience.

Where the factors in (b) above are relatively equal, factor (a) shall govern provided the employees have the qualifications to perform the work in question. In determining the ability of an employee to perform the work for the purposes of paragraph (b) above, the Employer shall not act in an arbitrary or unfair manner.

14.04 An employee shall lose all seniority and her employment shall be terminated for any of the following reasons:

- (a) she voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work for more than Thirty (30) months by reason of layoff; or
- (c) is absent from work without reasonable excuse for three (3) consecutive working days for which she is scheduled to work; or
- (d) 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 Employer; or
- (e) 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; or
- (f) is absent due to an illness or disability, or both, whether compensable or not compensable, and which absence continues for more than twenty-four (24) months.

Affected employees will be given one (1) month's notice that they are about to lose seniority.

This subarticle shall be interpreted consistent with the Ontario Human Rights Code.

14.05 Layoff and Recall

- .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 six (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 Act will be deemed to be amended to provide notice to the affected employees as follows:
- if her service is greater than 9 years- 9 weeks notice
 - if her service is greater than 10 years - 10 weeks notice
 - if her service is greater than 11 years - 11 weeks notice
 - if her service is greater than 12 years - 12 weeks notice

Lay-off Procedure

(a) In the event of 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 layoff 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

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

(b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the 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.

In the event of a layoff, provided the employee deposits with the Home her share of insured benefits for the succeeding month, the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

14.06 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance dealt with under the grievance procedure including the arbitration provisions.

14.07 A full-time employee covered by this Agreement changing her status to part-time shall retain her corporate seniority.

ARTICLE 15 - JOB POSTING

15.01 In the event permanent new jobs are created or permanent vacancies occur in existing job classifications (the Employer will notify the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

15.02 If no applications are received by 10:00 a.m. of the eighth (8th) day following the posting date the Employer may hire from sources outside the bargaining unit.

15.03 All applications received will be considered within eight (8) days of the posting date. In the event one (1) or more employees apply, the Employer shall consider the applications and shall select in accordance with Article 14.03.

15.04 When a position is filled by means of the job posting procedure, the name of the successful applicant shall be posted.

15.05 Nothing herein shall prevent the Employer from temporarily filling vacant jobs during the posting period. Only the original vacancy and the first two (2) resulting vacancies must be posted.

15.06(a) 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.

(b) Temporary Transfers

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

15.07 The successful applicant shall be placed on trial in the new position for a period of 337.5 hours worked. Such trial promotion shall become permanent after the trial period unless:

(i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or

(ii) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

15.08 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.

ARTICLE 16 - WAGES

16.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages **as** set out in Schedule "A" attached hereto and forming part of this Agreement.

16.02(a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half () shift, the employee shall receive an allowance of \$3.00 for each shift from the time of the assignment.

(b) Where a Registered Nurse is absent from her normal shift, and the Employer temporarily assigns a Registered Practical Nurse to carry out some additional responsibilities of the absent Registered Nurse for a period in excess of one-half () shift, the employee shall receive an allowance of \$3.00 for each shift.

16.03 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by more than one (1) day's pay, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

ARTICLE 17 - PAY DAYS

17.01 Employees will be paid bi-weekly on Wednesdays in accordance with the established practice. Those employees scheduled to work the shift commencing at 11:00 p.m. on the day prior to the pay day shall be provided their pay stubs during their shift.

ARTICLE 18 - CONTRACT PRINTING

18.01 The Employer and the Union will share equally in any cost of the printing of the Collective Agreement provided that the Employer shall approve the printing cost quotation which approval shall not be unreasonably withheld.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Employer will supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place mutually agreed upon so as to inform all employees in the bargaining unit of the activities of the Union, provided that all materials shall first be approved for posting by the Administrator which approval shall not be unreasonably withheld.

ARTICLE 20 - HOURS OF WORK

20.01 Nothing herein shall constitute a guarantee of hours of work per day or week or of number of days per week.

The regular hours of work for all employees shall be seven and one-half (7.5) hours per day exclusive of meal period of thirty (30) minutes.

20.02 No employee shall be required to work more than six (6) consecutive days without a day off, except where this results from employees switching days off.

20.03 No employee who is required to rotate shifts shall be required to change from one shift to another (e.g., from night shift to day shift) without at least twentyfour (24) hours between the end of one shift and the beginning of the next, provided that the Employer may request employees to change shifts with less than twenty-four (24) hours off if both parties agree.

20.04 Work schedules for the subsequent month shall be posted by the twenty-first (21st) day of a given month.

20.05 No employee will be required to work more than two (2) weekends without one (1) weekend off.

20.06 Rest Periods

There shall be one (1) paid rest period of fifteen (15) minutes in each half shift and prorated for employees working less than a full shift.

20.07 Minimum Reporting Allowance - If an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of four (4) hours' pay at the employee's regular rate unless she has been notified not to report two (2) hours prior to the commencement of her shift.

20.08 Call Back

Where an employee is called back to work after having left the premises and before commencing his next regular shift, he will be given a guaranteed minimum of four (4) hours at time and one-half (1.5) the straight time hourly rate for such call back. If the call back is within four (4) hours of the commencement of his regular shift and if he works his full scheduled shift, he will be paid at the rate of time and one-half (1.5) for all hours prior to the regular commencement of the shift, after which hours regular pay will take over. Provided this shall not apply to a call in to work on a scheduled day off.

20.09 Locker facilities will be provided for the employee's convenience. Insofar as it is practical, lunch or meal periods shall be uninterrupted.

20.10 Overtime

- (a) Overtime shall be paid for all hours worked over seventy-five (75) hours in a bi-weekly period.
- (b) Overtime shall be paid for all hours worked over seven and one-half (7.5) hours in a day at the rate of time and one-half (1.5) the employee's regular rate of pay.
- (c) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, the Employer reserves the right to request signed statements from such employees. Where such changes occur the provisions relating to overtime and time off between shifts do not apply. There shall be no pyramiding of overtime benefits.
- (d) If an employee is required to work an extra continuous shift as overtime, food will be available during such shift, in addition to overtime rates paid.
- (e) Employees who work overtime will not be required to take time off from regularly scheduled hours to make up for overtime worked, but may take equivalent time off by mutual agreement.
- (f) **An** employee who is absent on paid time because of sickness, Workers' Compensation, bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (g) Notwithstanding any other provision of this collective agreement during a changeover from daylight saving time to standard time or vice versa, an employee who was working a shift during which the changeover occurs will be paid the normal hours of such shifts notwithstanding they work less or more hours.

20.11 Shift Premium

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

This clause does not apply to part-time employees.

20.12 There shall be no split shifts.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Personal Leave

The Administrator may grant a request for leave of absence without pay and without loss of seniority for personal reasons provided that he receives notice in writing.

21.02 Bereavement Leave

- (a) Upon the death of an employees spouse, same sex partner, child, or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employees mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchild, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employees 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.
- (d) **An** employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew.
- (e) **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she **i s** receiving payments for holiday pay or vacation pay.

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

- (f) Additional leave of absence may be granted.

21.03 Jury and Witness Duty

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

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof;
- (d) is required to attend such hearings for a substantial period of time such that it would be not reasonable to expect such employee to work all or any part of their scheduled shift.

21.04 Workers Safety and Insurance Board or WSIB

- (a) Where an employee is absent due to illness or injury which is compensable by Workers Safety and Insurance Board, the following shall apply:
 - (i) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences plus twelve (12) months.
 - (ii) Subsequent to the period referred to in (i) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premium to the Employer for each monthly period during the absence.
 - (iii) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
 - (iv) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers Safety and Insurance Board shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement, but WSIB payments shall not count as wages earned.
- (b) In the case of absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the Job Posting Procedure (Article 15) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.
- (c) The injured employee shall have a period of two (2) years from the date of the injury within which he shall preserve the seniority which he had accrued up to the time of the accident and within which he shall have the

right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, provided the Workers Safety and Insurance Board or physician certify that the employee has the physical capability to perform her normal job. Seniority shall accrue for up to twentyfour (24) months when an employee is absent on compensable injury.

- (d) If an employee returns to work within the two (2) year period mentioned in (c) above, he shall be returned to his former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits provided he has greater seniority than other employees in such job. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which he is returning).
- (e) If, on the recommendation of the Workers Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the employ of the Employer, in a job classification which is covered by this Agreement, and the employee is capable of performing the work in question, then the returning employee may exercise his seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification provided that he satisfies Article 14.03.

21.05 Educational Leave

A leave of absence, without pay, to take further education related to the employee's work with the Home may be granted upon written application by the employee to the Administrator of the Home. The Employer encourages employees to take further education related to the employee's work and may arrange the shifts of employees attending courses or seminars to permit such attendance.

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

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.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one months 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 specific date of return.

21.06 (a) Union Leave

Delegation for Union business shall be considered a legitimate personal reason for leave of absence, provided that such leave shall not be for longer than thirty (30) employee days (not more than two (2) employees at a time and not more than one (1) from a department) during a contract year and provided that request for such leave of absence must be made at least thirty (30) days in advance. Such request shall be acknowledged within one (1) week of its receipt. The Employer shall maintain the regular wages and benefits of an employee absent on such leave and shall bill the Union for same.

(b) Full Time Union Leave

Upon application by the Union, six (6) weeks in advance, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of up to one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

- (c) While on unpaid union leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

21.07 Pregnancy & Parental Leave

.01 Preamble

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

.02 Pregnancy Leave

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

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

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

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

Additional leave of absence may be taken under Article 10: Parental Leave.

(d) Notwithstanding article .02(b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective January 1, 1993 an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit. The **SUB** to up by the Home would not take into account **UIC** insurable earnings from sources other than this facility.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits. In any week the total amount of **SUB** payments and the weekly rate of **U.I.** benefits will not exceed 75% of the employee's regular weekly earnings.

Vested Interest - Employees do not have a right to **SUB** payments except for supplementation of **U.I.** benefits during the unemployment period as specified in the plan.
Other Income - Payments in respect to guaranteed annual

remuneration or severance pay benefits are not reduced or increased by payment received under this plan.

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

- .03 **An** employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- .04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- .05 **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.
- All employees who fill vacancies as a result of the above absences shall like wise be returned to their former permanent positions.
- .06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.
- .07 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

- .08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- .09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.
- .10 Parental Leave
- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- Parental leave ends eighteen weeks (18) after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (e) For the purposes of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08, and .09 shall also apply.

21.08 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro -rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of 24 months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) Benefits/Workers Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefits plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Workers' Compensation shall continue for up to twenty-four (24) months following the date of the injury.

- (e) Weekly Indemnity

For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 The recognized holidays for this Agreement shall be:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Anniversary Date
Labour Day	Heritage Day (either 2nd or
Civic Holiday	3rd Monday in February, to
	be mutually agreed upon
	between the Union and the
	Employer)

(1) one float day

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 the holiday pay.

22.02 When work is performed on a statutory holiday, payment will be at time and one-half in addition to the holiday pay or a total of double time and one-half where the holiday is worked.

If an employee so requests, and it is convenient and agreeable to the Department Head, they may be granted a day off in lieu of holiday pay, and if such day is granted, it shall be taken on a mutually agreed upon date.

Employees may accumulate a maximum of three (3) statutory holidays. Such accumulated holidays may then be used at a time mutually convenient to the employee and the Employer.

If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day pay.

22.03 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on his subsequent regularly scheduled shift) such employee shall receive two and one-half (2.5) times his regular straight time hourly rate for such additional authorized overtime.

22.04 If any of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless by mutual consent of the Employer and the employee.

22.05 Payment for such statutory holidays shall be based on seven and one-half (7.5) hours at the employee's regular straight time rate.

22.06 In order to be entitled to a statutory holiday with pay the employee must have completed probation and worked his last scheduled working day before the holiday and his first scheduled

working day after the holiday and must have worked at least eight (8) days during the twenty-eight (28) days immediately preceding the holiday except where absence is due to illness, injury or approved leave of absence on Union business.

22.07 To the extent possible, within classification, and as an appropriate shift, employees will be scheduled to work over Christmas and New Year on an alternating basis. The objective is that an employee who would be scheduled to work over Christmas holiday period would then be scheduled off over the New Year Holiday, and in the following year, this would be reversed.

ARTICLE 23 - VACATIONS

23.01 For the purpose of calculating eligibility, the vacation year will be the period from April 1st to March 31st of the following year.

23.02 The periods at which employees shall take vacations will be determined by the Employer and order of selection of available periods shall be by the employees according to seniority in the department.

23.03 Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service (one day for each 150 hours) to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

23.04 Employees who have eighteen hundred (1,800) hours of service or more, but less than fifty-four hundred (5,400) hours of service as of March 31 of any given year, will be granted two (2) weeks' vacation with pay at four percent of their total earnings inclusive of all overtime.

23.05 Employees who have fifty-four hundred (5,400) hours of service or more, but less than fourteen thousand four hundred (14,400) hours of service as of March 31 of any given year, will be granted three (3) weeks' vacation with pay at six percent (6%) of their total earnings inclusive of all overtime.

23.06 Employees who have fourteen thousand four hundred (14,400) hours of service or more, but less than twenty-seven thousand (27,000) hours of service as of March 31 of any given year, will be granted four (4) weeks' vacation with pay at eight percent (8%) of their total earnings inclusive of all overtime.

23.07 Employees who have twenty-seven thousand (27,000) hours of service or more, as of March 31 of any given year, will be granted five (5) weeks' vacation with pay at ten percent (10%) of their total earnings inclusive of all overtime.

23.08 Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five years of service or forty-five thousand (45,000) hours on or before March 31 of any given year shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

23.09 Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing.

23.10 Selection of vacations will be done by seniority until May 1st for vacations being taken up to November 1st in the vacation year, and until October 1st for vacations being taken from November 1st to April 30th of the following year. The Employer shall post a list and employees shall signify their preference for vacation no later than May 1st.

23.11 Vacation pay shall be paid by separate cheque, or by direct deposit to the employee's bank account.

23.12 All normal deductions made from an employee's pay will be made from the vacation pay. All vacation pay will be paid to an employee prior to the commencement of the first period of vacation, and if the employee has not commenced his vacation prior to the first pay in December, the vacation pay will be paid at that time.

23.13 Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 24 - SICK LEAVE

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

- (a) Absence for injury compensable under the provisions of the Worker's Compensation Act shall not be charged against sick leave credits.
- (b) (i) Employees shall accumulate sick leave credits at the rate of one day per month of the service.

(ii) Once these credits are earned they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

- (c) All unused sick leave may be accumulated up to a maximum of seventeen (17) days.
- (d) **An** employee will not be entitled to payment for sick leave for the first two (2) days during the sixth and succeeding periods of absence from work on sick leave in any calendar year.

If, on the sixth (6th) or succeeding illness in a calendar year, employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available.

- (e) The Employer may request proof of disabling accident or sickness.
- (f) **An** employee who will be absent due to personal illness or injury must notify the Employer **as** soon as possible, but at least before the time the employee would normally report to work.

Failure to give adequate notice may result in loss of sick leave for that day of absence and all other scheduled working days until notice is given unless for satisfactory reason.

- (g) Sick leave will be granted where illness arising out of pregnancy prevents the employee from attending work.
- (h) The Employer agrees to advise employees once yearly of their accumulated sick leave.

24.02 Effective upon completion of their probationary period, all full-time employees shall be covered by a weekly salary indemnity plan as follows: Full-time employees shall accumulate sick leave credits to an overall maximum of seventeen (17) days.

24.03 Salary indemnity shall be $66 \frac{2}{3}$ of wages lost from and including the first day of accident or hospitalization and the fourth day of illness. Such coverage shall continue for a period of seventeen (17) weeks.

24.04 The Employer shall pay 100% of the premium of the plan.

ARTICLE 25 - FRINGE BENEFITS

25.01 The Employer will institute a Major Medical \$15 - \$20 no co-insurance plan for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay 100% 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.

NOTE: Same **sex** spouse will be eligible to be a dependant for is insured benefits in this Article.

25.02(i) The Employer agrees to a 60/24 Vision Care Plan with a \$300.00 Hearing Aid benefit and agrees to pay 100% of the billed single/family premium for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

(ii) the Employer will pay 100% of a \$90/24 Vision Care Plan (with a \$300.00 hearing aid benefit.

(iii) the Employer agrees to implement Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

Positive Enrolment provision to be included.

25.03 The Employer will pay 100% of the premium of a Life Insurance Plan (\$17,000.00) for employees.

25.04 The Employer shall pay fifty percent (50%) of the premiums on a Blue Cross No. 9 (or equivalent) Dental Plan with reimbursement based on the previous years O.D.A. schedule.

25.05(a) The Employer will notify the Union if it intends to change the insurance carrier. The Employer agrees that they will continue to provide the same benefits in the event of a change of carrier.

(b) Change of Carriers

The Employer shall provide to each person a copy of the Current information booklets for those benefits provide 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 claims is a matter as between the employee and the insurer. The Employer will notify the Union is it intends to change the Insurance Carrier.

25.06 The Employer will provide the Union with all necessary specifics of existing or past plans when requested.

25.07 The employee's share of the Employer's Unemployment Insurance Premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

25.08 Notwithstanding 25.05, the following process is to be utilized to resolve insurance benefit dispute between an employee and the insurance carrier.

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

- (a) The Union or Employer shall file a written grievance within 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/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 insurer to be bound by the process. If the employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

ARTICLE 26 - PENSION PLAN

26.01 In this article, the terms used shall have the meanings as described:

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

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

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

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

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

- .02 Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The employer shall match such contributions, the amount being four percent (4%) of applicable wages.
- .03 The employee and employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

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

- (i) To be Provided Once only at Plan commencement

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

- (ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

- (iii) To be Provided once, and if Status Changes

Address as provided to the Home
Termination date when applicable

- (iv) To be Provided once if they are Readily Available

Gender
Marital Status

ARTICLE 27 - HEALTH AND SAFETY

27.01 A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not, represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month or less often as required. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

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

27.03 Infectious Disease

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

27.04 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

ARTICLE 28 - UNIFORM ALLOWANCE

28.01 The Employer will pay a uniform allowance of .06 cents per hour for all hours worked to all employees for the purchase, laundering, and repair of uniforms. Employees will be able to wear pastel coloured uniforms (one colour) to be agreed upon mutually.

Effective the first full pay period in June 1997, employees will accrue their uniform allowance and be paid out annually on the last full pay period in January of each year for the period ending the last payroll of the previous calendar year.

ARTICLE 29 - WAGE PROGRESSION

29.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on including hours paid during the probationary period, on the basis of 1950 hours worked at the "start rate" and the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 30 - RETROACTIVITY

30.01 Any retroactive wage adjustment due to any individual employee on staff as of the date of notice that any agreement has been ratified by both parties, as the case may be, shall be paid to the employee within thirty (30) days after ratification on a separate cheque. Such adjustment will be based on all hours paid. For those employees who have left the employ of the Employer, and whom otherwise would be entitled to a retroactive wage adjustment, the Employer shall, within thirty (30) days of the effective date, advise them by Registered Mail at their last known address on file of their entitlement, and those individuals shall have thirty (30) calendar days from the date of registration of the letter in which to claim any such retroactive payment. If they fail to claim such payment, they will have no further entitlement.

ARTICLE 31 - TRANSFER OUTSIDE THE BARGAINING UNIT

31.01 *An* employee who accepts a position outside the bargaining unit will have her seniority maintained for a period of six (6) months. The incumbent will have the option of returning to her former position at the same rate of pay without loss of seniority.

ARTICLE 32 - TERM OF AGREEMENT

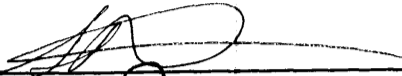
32.01 This Agreement shall commence on the 1st day of March 1999 and end on the December 31, 2000 and shall continue from year to year thereafter, unless either party gives notice in writing to the other not less than thirty days nor more than ninety days prior to

the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

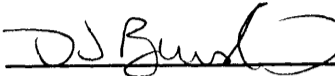
DATED AT Wbridge this 6th day of April ²⁰⁰¹~~19~~

FOR THE EMPLOYER:

FOR THE UNION:



Walt



Janice Hammond
Laurie Hagg

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

Effective Date January 1, 1999 (1%)

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Laundry, Dietary and Housekeeping Aides	11.78	12.73	13.72
Nursing Aides/ Activity Aides	11.84	13.07	14.07
R. P. N.	15.21	15.97	16.38
Cook	12.51	13.55	14.47
Handyman	11.95	13.04	13.91

Health Care Aide - Health Care Aide premium for Health Care Aide certificate or equivalent presently being recognized by the Employer. The premium will be 20 cents per hour above the applicable Nurse Aide classification.

The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Side Course.

Lead Hand - If a nursing aide or health care aide is requested by the Employer to act as a lead hand on the night shift (2300 to 0730) he or she shall receive premium of 30 cents per hour.

Maintenance I - is a person who holds at least a Journeyman's certificate status in a skilled trade.

Probationary Rate - During the probationary period, employees shall receive 20 cents per hour less than the rate of the classification in which they are working.

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

EFFECTIVE APRIL 1, 1999 - (0.45) Pay Equity

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Laundry, Dietary and Housekeeping Aides	12.23	13.18	14.17
Nursing Aides/ Activity Aides	12.29	13.52	14.52
R.P.N.	15.66	16.42	16.83
Cook	12.96	14.00	14.92
Handyman	12.40	13.49	14.38

Health Care Aide - Health Care Aide premium for Health Care Aide certificate or equivalent presently being recognized by the Employer. The premium will be 20 cents per hour above the applicable Nurse Aide classification.

The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course.

Lead Hand - If a nursing aide or health care aide is requested by the Employer to act as a lead hand on the night shift (2300 to 0730) he or she shall receive premium of 30 cents per hour.

Maintenance I - is a person who holds at least a Journeyman's certificate status in a skilled trade.

Probationary Rate - During the probationary period, employees shall receive 20 cents per hour less than the rate of the classification in which they are working.

SCHEDULE "A"

CLASSIFICATIONS AND WAGES

EFFECTIVE JANUARY 1, 2000 - (1% Pay Equity

<u>Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>
Laundry, Dietary and Housekeeping Aides	12.35	13.31	14.31
Nursing Aides/ Activity Aides	12.41	13.66	14.67
R.P.N.	15.82	16.58	17.00
Cook	13.09	14.14	15.07
Handyman	12.52	13.62	14.52

Health Care Aide - Health Care Aide premium for Health Care Aide certificate or equivalent presently being recognized by the Employer. The premium will be 20 cents per hour above the applicable Nurse Aide classification.

The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the health Care Aide Course.

Lead Hand - If a nursing aide or health care aide is requested by the Employer to act as a lead hand on the night shift (2300 to 0730) he or she shall receive premium of 30 cents per hour.

Maintenance I - is a person who holds at least a Journeyman's certificate status in a skilled trade.

Probationary Rate - During the probationary period, employees shall receive 20 cents per hour less than the rate of the classification in which they are working.

PART-TIME SERVICE ADDENDUM

1. Scope and Recognition

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the respondent in Versa-Care Limited, Operating as; Uxbridge Health Care Centre, regularly employed for not more than 22 1/2 hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapist, occupational therapists, supervisors, persons above the rank of supervisor, office staff and employees for whom any trade union held bargaining rights.

1.02 The terms of the Collective Agreement to which this Schedule is attached apply to the employees covered by this Schedule except that insofar as they conflict with the terms of this Schedule, the terms of the Schedule apply, and without limiting the generality of the foregoing limitation, the following articles of the Collective Agreement do not apply.

Article 14.01, 14.02, 14.03 - Seniority
Article 22 - Statutory Holidays
Article 23 - Vacations
Article 24 - Sick Leave
Article 25 - Fringe Benefits
Article 29 - Wage Progression

2. Transfers

2.01 If an employee is temporarily transferred to a higher rated job for more than four (4) hours they will receive the rate applicable to the higher classification from the first hour they are transferred.

2.02 Where a temporary vacancy within this unit is created by a scheduled absence from work of another employee, provided that scheduled absence is of greater than four (4) months duration, the Employer will post a notice allowing employees in the bargaining unit the opportunity to assume such duties. Where an employee assumes such temporary posting, there is no obligation on the Employer to post the employee's original position.

Any person applying for such a temporary vacancy will be advised that it is a temporary vacancy, and that she will be returned to her original position when the original employee returns to work.

2.03 Orientation is the period at the beginning of employment where the employee is orientated to the facility, the residents and to the procedures applicable to her position. There will be an orientation period of a maximum of five (5) days. The employee will be paid the rate mentioned in the Collective Agreement.

2.04 **An** employee will be on probation until he has completed 337.5 hours worked. Upon completion of such probationary period, the employee's name shall be placed on the respective seniority list and credited with seniority in an amount equal to the time worked during his probation period. The discharge of a probationary employee shall not be subject of a grievance. A revised copy of the seniority list shall be posted on the appropriate bulletin board and a copy sent to the Union office in January and July of each year showing the employee's name, classification and seniority date.

2.05 Job Security

Full-time

A full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and her classification seniority on a formula of 1,800 hours equals one year of seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement.

Transfer of Seniority and Service

When an employee transfers from the full-time bargaining unit to the Part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

Effective June 20, 1991, and for transfers occurring on or after that date, the formula shall be 1800 hours equals one year of seniority.

3. Job Posting

3.01 Application to Full-time Vacancies

Where vacancies are posted for positions within the fulltime bargaining unit and no applicants within the full-time bargaining unit are successful in obtaining the positions, the jobs will be posted in order that the part-time unit will have the opportunity to apply prior to the consideration of persons not employed by the Home. In the event one or more employees apply, the jobs shall be awarded in accordance with the criteria set out in Article 4.02 of this Addendum.

3.02 Seniority

- (a) Seniority is the ranking of the employees in accordance with their employment with the Employer. Seniority is based upon hours actually worked by the employee since the last date of by the Employer.

Bargaining unit shall govern the among employees e unit to vacation, wage grid placement, layoff and recall.

- (c) Classification seniority - separate seniority lists will be maintained for the following classifications:

- (a) R.N.A.
- (b) Nurses Aide (including Health Care Aides, Activity Aides)
- (c) Cooks
- (d) Dietary/Laundry/Housekeeping Aides
- (e) Maintenance II

- (d) Where an employee works in more than one (1) classification, classification seniority shall be used for the purposes of promotion within the classification only.

An employee will be on probation until he has completed 337.5 hours actually worked. Upon completion of that probation, they will be credited with 337.5 hours of seniority. The discharge of a probationary employee shall not be the subject of a grievance. A revised copy of the seniority list shall be posted on the appropriate bulletin board and a copy sent office in January and July of each year showing the employee's name, classification and seniority date.

In all cases of layoffs and recalls from layoff, promotions, demotions, and permanent transfers, the following factors shall be considered:

- (a) seniority;
- (b) skill, efficiency, ability, qualification and experience.

Where the factors in (b) above are relatively equal, factor (a) shall govern provided the employees have the qualifications to perform the work in question. In determining the ability of an employee to perform the work for the purposes of paragraph (b) above, the Employer shall not act in an arbitrary or unfair manner.

3.03 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a day or seventyfive (75) hours in a bi-weekly period at the rate of time and one-half (1.5) the employee's regular rate of pay.

- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, the Employer reserves the right to request signed statements from such employees. Where such changes occur the provision relating to overtime and time off between shifts do not apply. There shall be no pyramiding of overtime benefits.
- (c) If an employee is required to work an extra continuous shift as overtime, food will be available during such shift, in addition to overtime rates paid.
- (d) Employees who work overtime will not be required to take time off from regularly scheduled hours to make up for overtime worked, but may take equivalent time off by mutual agreement.
- (e) **An** employee who is absent on paid time because of sickness, Workers' Compensation, bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (f) **An** employee injured on the job who is entitled to Workers' Compensation shall receive pay for the entire day on which he suffered the injury.

4. Statutory Holidays

4.01 The recognized holidays for this Agreement shall be:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	Heritage Day (either 2nd or
Labour Day	3rd Monday in February, to
Civic Holiday	be mutually agreed upon
	between the Union and the
	Employer.

(1) Float day

The employee's anniversary will be added as an additional statutory holiday.

4.02 Part-time employees who work on a recognized holiday shall be paid according to the following formula:

- (i) Employees who have worked at least eight days during the twenty-eight days immediately preceding the holiday shall be paid double time for all hours worked on the recognized holiday.

- (ii) Employees who have not worked at least eight days during the twenty-eight days immediately preceding the holiday shall be paid time and one-half for all hours worked on the recognized holiday.

4.03 Any other payment shall be considered to be part of the money paid in lieu under Item 9.

5. Vacations

5.01 For the purpose of calculating eligibility, the vacation year will be the period from April 1st to March 31st of the following year.

5.02 The periods at which employees shall take vacations will be determined by the Employer and order of selection of available periods shall be by the employees according to seniority in the department.

5.03 Employees who have less than seven hundred and fifty (750) hours of service will receive vacation pay in the amount of four percent (4%) of their total earnings accrued up to and including the June 30th of any given year.

5.04 Employees who have less than fifteen hundred (1,500) hours service but more than seven hundred and fifty (750) hours service as of June 30th of any given year will be granted one (1) week's vacation with pay at four percent (4%) of their total earnings inclusive of all overtime.

5.05 Employees with more than fifteen hundred (1,500) hours of service but less than forty-five hundred (4,500) hours of service as of June 30th in any given year will be granted two (2) weeks' vacation with pay at four percent (4%) of their total earnings inclusive of all overtime.

5.06 Employees with more than forty-five hundred (4,500) hours of service June 30th of any given year, will be granted three (3) weeks' vacation with pay at six percent (6%) of their total earnings inclusive of all overtime.

5.07 Employees with more than twelve thousand (12,000) hours of service as of June 30th of any given year, will be granted four (4) weeks' vacation with pay at eight percent (8%) of their total earnings inclusive of all overtime.

5.08 Employees with more than twenty-two thousand five hundred (22,500) hours of service as of June 30th of any given year, will be granted five (5) weeks' vacation with pay at ten percent (10%) of their total earnings inclusive of all overtime.

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

37,500 hours or more paid 6 calendar weeks vacation with
pay at 12% of gross earnings
for the vacation year.

5.10 Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing.

5.11 All normal deductions made from an employee's pay will be made from the vacation pay. All vacation pay will be paid to an employee prior to the commencement of the first period of vacation, and if the employee has not commenced his vacation prior to the first pay in December, the vacation pay will be paid at that time.

5.12 Selection of vacations will be done by seniority until May 1st for vacations being taken up to November 1st in the vacation year, and until October 1st for vacations being taken from November 1st to April 30th of the following year. The Employer shall post a list and employees shall signify their preference for vacation no later than May 1st.

5.13 Vacation pay shall be paid by separate cheque, or by direct deposit to the employee's bank account. If the employee has not commenced vacation by the first day of December, the vacation pay will be paid out at that time.

5.14 It is recognized and understood that some employees will have achieved a greater vacation entitlement, as of June 30th, 1987, than would be indicated under the foregoing formula for entitlement. In such circumstances, no employee will lose a vacation entitlement to which they have already become entitled, as of the specified date, but no further increase in vacation entitlement will occur until the provisions of the foregoing schedule are met.

6. Health and Safety

A member of this bargaining unit shall be a representative to the joint management and employees health and safety committee as established under Article 27 of the full-time service employees collective agreement. Such representatives shall have the duties, responsibilities, and authorities provided under the full-time collective agreement, and scheduled time spent in all such activities shall be considered as time worked.

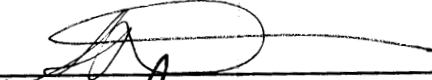
7. Payment in Lieu of Benefits

The Employer will pay \$0.90 per hour worked to all part time employees, in lieu of providing such employees benefits such as O.H.I.P., Major Medical, Vision Care, Dental Plan, Statutory Holidays (except for the (1) float Holiday) and Sick Leave. This payment is in addition to their regular hourly rate. The payment becomes effective upon the completion of their probationary period. The benefit is paid on straight time hours only.

9.04 An on-call employee, who it is understood is covered by this Collective Agreement, is an employee who is called to work occasionally, usually in an on-call basis, but who does not work a regular schedule, or who does so only for a specified period.

Dated at Uxbridge this 6th day of April 2001
19.

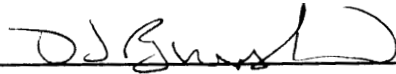
FOR THE EMPLOYER:



Blatt

DB/OEP

FOR THE UNION:



Janice Hammond
Kennie Jagg

LETTER OF UNDERSTANDING

RE: LABOUR/MANAGEMENT COMMITTEE

Suitable subjects for discussion will include work lead issues.

- (a) 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 staffing levels, the impact of related payroll costs on staffing levels and a written notice of the CMI results for the facility.
- (b) 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.
- (c) The parties shall meet as necessary to discuss other changes or workload issues.
- (d) The parties may invite additional participants to attend the meeting to support constructive review and discussion.

DATED AT *Windsor* THIS *6th* DAY OF *April* 199²⁰⁰¹.

For the Employer

[Signature]

[Signature]

For the Union

[Signature]

Janice Hammond

[Signature]

DB/OEP