

COLLECTIVE AGREEMENT

BETWEEN

KENNEDY LODGE NURSING HOME  
(SERVICE - FULL TIME UNIT)

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
AFFILIATED WITH THE A.F. of L., C.I.O., C.L.C.

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COLLECTIVE AGREEMENT

BETWEEN

KENNEDY LODGE NURSING HOME  
(hereinafter called the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
Affiliated with the A.F. of L., C.I.O., C.L.C.

**ARTICLE 1 - PURPOSE**

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

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of Kennedy Lodge Nursing Home at 1400 Kennedy Road in Metropolitan Toronto, save and except Registered Nurses, physiotherapists, occupational therapists, supervisors, persons above the rank of supervisor, office staff, persons regularly employed for not more than 24 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 No Contracting Out

- (a) The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off 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.

- (b) Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit. The provision does not prevent persons excluded from the bargaining unit from doing such work in emergencies, for training, instruction or in the absence of bargaining unit personnel.
- (c) In the event the Employer plans to change a vacant full-time position into a part-time position, it will advise the Union and discuss its plans with them.
- (d) So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

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

### **ARTICLE 3 - PERMANENT PART-TIME EMPLOYEES**

3.01 Employees regularly employed on the average more than 22.5 hours per week but less than 37.5 hours per week and who have completed the probationary period will be considered full-time employees and therefore, entitled to the full benefits of a full-time employee.

### **ARTICLE 4 - UNION SECURITY**

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

4.02 All persons who are in the employ of the Employer at the signing date of this agreement and all new employees who enter the employ of the Employer after the agreement has been signed, shall as a condition of employment authorize regular monthly Union Dues

to be deducted from their wages and remitted to the Union, along with a list of employees who have terminated in the preceding month and a list of the employees who have completed their probationary period in the preceding month, no later than the 25th day of the current month along with the employees name, alphabetically, from whom the deductions where made, and their address.

Union dues may be deducted from vacation pay if such vacation pay is paid in advance of the regular deduction period.

4.03 Deductions with respect to new employees or employees who on signing date of this agreement have not completed their probationary period shall become effective upon the first regular deduction date following the probationary period.

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

4.05 Union dues deductions are to be shown on T4 slips issued by the Employer.

4.06 Union dues are not deducted from sub plan payments and the employer has no responsibility for union dues while an employee is off on pregnancy and/or parental leave.

#### **ARTICLE 5 - NO STRIKES OR LOCK-OUTS**

5.01 The Union undertakes that there shall be no strikes, as defined in the Labour Relations Act, during this agreement.

5.02 The Employer undertakes that there shall be no lockouts, as defined in the Labour Relations Act, during this agreement.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union acknowledges that all Management rights and prerogatives 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, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer promotion, demotion of classification 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 in any particular area or on the whole.

## **ARTICLE 7 - UNION COMMITTEE AND STEWARDS**

- 7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the Nursing Homes in the Province of Ontario the Union will elect or otherwise select a negotiating committee consisting of one representative from each Nursing Home.
- (b) If negotiations are carried on individually it is agreed that the Union will elect or otherwise select a negotiating committee consisting of three employees one of whom shall be the chief steward.

- (c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (d) The Nursing Home members of the Committee will be paid by the Employer for time used during normally working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

7.02 The Employer will recognize a Union Administrative Committee which shall consist of a Chief Steward and three (3) stewards at the Nursing Home all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with Management at any one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be full-time employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the Committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged with the Administrator or his designate.

7.04 Stewards will first obtain their department head's (or her designate) permission, before undertaking Union business. When such Union business has been completed, the employee will advise the department head or her designate.

#### 7.05 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply. **An** equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.



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

It is understood that where full and part-time agreements are separate, there shall be one committee only.

### New Classification

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

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

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

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

## **ARTICLE 8 - COMPLAINTS AND GRIEVANCES**

8.01 At all steps of this grievance procedure the aggrieved employee, if desired, may be accompanied by a member of the grievance committee.

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

### Step No. 1 Verbal Grievance

**An** employee having a question or complaint shall refer it to his department head within five (5) working days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee, giving the answer to the complaint or question within five (5) working *days* from the date of the submission.

### Step No. 2 Written Grievance

Should the answer to the employee in Step number 1 not be acceptable to the employee, then the employee may submit his or her grievance in writing to the Department Head within seven (7) working days of receiving the answer in Step number 1 of the grievance procedure. The Department Head shall within seven (7) working days of receipt of the grievance, reply in writing to the employee giving the answer to the grievance.

### Step No. 3 Grievance to Administrator

Should the answer to the employee in Step number 2 not be acceptable to the employee, then the employee shall submit his or her grievance in writing to the Administrator within five (5) working days of receiving the answer in Step number 2 of the grievance procedure. The Administrator shall, within five (5) working days of receipt of the grievance, call a meeting of all parties involved and the Administrator shall have five (5) working days following the meeting to study the matter and make his or her reply in writing to the employee.

#### Step No. 4 Grievance and Arbitration Process

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

## Step No. 5 Grievance to Arbitration

Should the Administrator fail to render his decision as required in Step number 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 number 3 is given or within ten (10) working days following the meeting under Step number 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.

8.03 Any of the time allowances above may be extended by mutual agreement of the parties, if required, in writing.

8.04 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.

### 8.05 Letters of Reprimand

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

### 8.06 Suspension

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

8.07 **An** employee who is receiving notice of suspension or discharge shall have the right if she so requests, to the presence of the union steward, or if not available, a union committee member who is working on the current shift.

8.08 Having provided a written request to the administrator at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or

formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

8.09 Employees are entitled to receive a copy of their performance evaluation if they so request in writing.

#### **ARTICLE 9 - DISCHARGE GRIEVANCE**

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

9.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step number 3 may be omitted in such cases.

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

#### **ARTICLE 10 - MANAGEMENT & UNION POLICY GRIEVANCES**

##### 10.01 Management Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this agreement (by the Union or any employee covered by this Agreement), in writing at Step number 3 of the grievance procedure, by forwarding a written statement of said grievance to the Business Agent of the Local Union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance

has originated or occurred; the business agent of the local Union shall give his decision in writing five (5) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step number 4 of the grievance procedure.

#### 10.02 Individual Grievance

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

#### 10.03 Group Grievance

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

#### 10.04 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number (2) of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave 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 as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

### **ARTICLE 11 - ARBITRATION**

11.01 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 third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

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

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

11.03 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.

11.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

11.05 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.

11.06 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.

11.07 *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.

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

#### 11.09 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 herein before referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three alternative choices as to a sole arbitrator in addition to that party's nominee 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.

### **ARTICLE 12 - SENIORITY**

12.01 A new employee shall be known as a probationary employee until he has worked 375 hours since the last date of hire which shall include any approved leaves of absence to a maximum of ten (10) working days. It is agreed that the dismissal or lay off of a probationary employee shall not be made the subject of a grievance.

12.02 Approved leaves of absence in excess of ten (10) working days during the probationary period will not be considered as working days for purposes of completing the probationary requirement.



**12.03** The seniority of an employee, who has completed the probationary period, shall date 375 hours worked prior to the date on which the employee completed his probationary period.

12.04 In cases of promotions, demotions or permanent transfers, qualifications, performance and experience will be considered. If these factors are relatively equal then seniority shall govern.

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

**12.06** Employees shall be laid off on the basis of departmental seniority provided that the remaining employees are fully qualified and willing and able to do the work which is available.

**12.07** Employees shall be recalled on the basis of reverse order of Departmental seniority provided that such employees are fully qualified and willing and able to do the work which is then available.

12.08 Notice of Lay-off

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

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

- (a) one week's notice in writing to the employee if his or her period of employment is less than one year;
- (b) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
- (c) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;

- (d) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
- (e) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
- (f) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
- (g) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
- (h) eight weeks notice in writing to the employee if his or her period of employment is eight years or more;
- (i) if her service is greater than 9 years - 9 weeks notice
- (j) if her service is greater than 10 years - 10 weeks notice
- (k) if her service is greater than 11 years - 11 weeks notice
- (l) if her service is greater than 12 years - 12 weeks notice

#### Lay-off Procedure

- 12.09(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 lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification

without training other an 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

12.10(a) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

(b) **An** employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior 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 failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. **An** employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.
- (f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.

#### Benefits on Layoff

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

## Seniority Accrual

12.12 Seniority for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to twenty-four (24) months when an employee is absent due to W.C.B.

12.13 Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

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

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

## **ARTICLE 13 - SENIORITY LISTS**

13.01 The Employer shall supply the Union office and the chief steward with a set of seniority lists by departments in January and July of each year, showing employees' names alphabetically and their seniority starting dates and the balance in their sick fund.

13.02 When compiling a seniority list in July and January of each year, the Employer shall calculate the hours for persons working less than full-time for the past six month period. The average hours worked for permanent part-time employees during that six month period shall be the hours used for calculating purposes under Article 3 - Permanent Part-time Employees.

## **ARTICLE 14 - LOSS OF SENIORITY**

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

- (a) Voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more that twenty-four (24) months by reason of illness or other physical disability; or

- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work, or
- (d) is absent from work for more than thirty (30) months by reason of lay-off, or
- (e) is absent from work for more than thirty (30) months by reason of absence while on WSIB.

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

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

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

14.02 The Employer will notify the employee when his or her benefits will cease.

#### 14.03 Mandatory Retirement

The Union and the Employer agree to the following retirement policy.

- (i) Retirement is mandatory at age sixty-five (65);
- (ii) The Employer has no burden of proof to demonstrate that the employee is no longer capable of performing the work required;
- (iii) Present employees beyond the age of sixty-five will be retired twelve months following ratification of the current Collective Agreement.
- (iv) The employment relationship ceases at age 65 and as such the Employer has no obligation to provide such employees with any benefits bargained for in this Collective Agreement.

14.04 It is the responsibility of the employee to provide the Employer with his or her current address and telephone number and any change thereto. Failure to do so will be just cause for discipline under the terms of this agreement. The Employer will not be responsible for failure of any notice required within this collective agreement where the employee has failed to provide their current address.

#### **ARTICLE 15 - PERMANENT AND TEMPORARY TRANSFERS**

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

15.02 If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request or any other reasons as determined by the Employer acting within the scope of Article 6 the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

#### 15.03 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.

#### 15.04 Temporary Transfers and Responsibility Allowance

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, she shall be paid the rate in the higher salary range immediately above

her current rate from the commencement of the shift on which she was assigned the job.

15.05(a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of \$5.00 for each shift from the time of the assignment.

(b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of \$5.00 for each shift.

#### 15.06 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 his/her classification 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. Seniority will be converted based on one calendar year equalling 1800 hours. Sick leave benefits accumulated at time of transfer shall remain to the credit of the employee, but shall not be used.

#### Part-Time

A part-time employee covered by this Agreement, changing his/her status to that of a full-time employee, covered by the full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status she shall suffer no loss of basic wage rate but shall forfeit the premium paid part-time employees in lieu of benefits, and then will progress in seniority and wage rate increases in the same manner as other full-time employees covered by the full-time Agreement. Seniority will be converted based on 1,800 hours equalling one calendar year.



## ARTICLE 16 - JOB POSTING

16.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies 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.

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

16.03 If no applications are received by 10:00 a.m. of the seventh day following the posting date the Employer may fill the vacancy as he sees fit.

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

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

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

16.06 The successful candidate will be able to return to her former position if either;

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

**or**

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

providing that such a decision, in either (a) or (b) above, is made prior to the expiration of 375 hours worked in the new position. In the event of either (a) or (b) above, the employee will return to her former position and wage rate without loss of seniority. **Any** other employee transferred as a result of this rearrangement of positions shall also be returned to her former position and wage rate without loss of seniority.

It is understood and agreed that once the trial period has expired, the employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

16.07 Any job which is vacant because of illness, non W.C.B. related accident, vacation or leave of absence of less than four (4) months duration shall not be deemed to be vacant for the purpose of this article and the employer is free to fill such vacancy as he sees fit.

W.C.B. related absences which exceed four (4) continuous months shall be posted in accordance with the job posting procedures.

Such postings will be considered as temporary job postings upon determining that an employee will not be returning to work and whose position had been awarded on a temporary basis, the employer shall re-post the position as a permanent position in accordance with the job posting provisions (unless the employer notifies the union in writing that it intends to postpone or not fill a vacancy).

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

#### **ARTICLE 17 - BULLETIN BOARD**

17.01 The Employer agrees to supply and make available to the Union for posting of seniority lists and Union notices two (2) bulletin boards in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Union Steward,

## ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

18.02 If leave of absence is granted the employee shall be advised in writing with copy to the Union.

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

## ARTICLE 19 - PREGNANCY AND PARENTAL LEAVE OF ABSENCE

### 19.01 Preamble

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

### 19.02 Pregnancy Leave

- (a) **An** employee who is pregnant shall be entitled, upon application in writing, 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 four (4) 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 March 31, 1992, on confirmation by the UIC of the appropriateness of the Employer's SUB plan, an employee on pregnancy leave who is in receipt of unemployment insurance pregnancy leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other insurable earnings as defined by U.I.C. In any week the total amount of SUB payments and weekly rate of U.I. benefits will not exceed 75% of employees' 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 in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two week unemployment insurance waiting period and within four (4)

working days after receipt by the Employer of the employees U.I.C. cheque stub as proof that she is in receipt of U.I. pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

The SUB top-up by the Home would not take into account UIC insurable earnings from sources other than this facility.

19.03 **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.

19.04 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, and in the event the employee is not entitled to participate in a SUB plan, the Employer will not be required to make its contribution unless the employee continues to pay her share of the premiums by the 15th of the month for which the coverage is intended.

19.05 **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall advise the Employer when she requests the leave of

absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former positions, as applicable.

19.06 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.

19.07 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.

19.08 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.

19.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.10 of this Agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

19.10 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 the 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 common-law relationship of some permanence 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 (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- (e) For the purpose of parental leave under Article 19.10 - Parental Leave, the provisions under 19.01, 19.04, 19.05, 19.06, 19.07, 19.08 and 19.09 shall also apply.

## **ARTICLE 20 - LEAVE OF ABSENCE FOR UNION BUSINESS**

20.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union Business. The Union agrees that in making requests for leaves of absence that it not unduly affect the proper operation of the Home.

20.02 Leaves of absence will be granted according to the following conditions:

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year.
- (b) No employee will be granted more than four (4) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than ten (10) working days.
- (d) Leave of absence will not be requested for more than one (1) employee from any department at any one time.

(e) The cumulative leave of absence under this article will not exceed 40 working days in any calendar year.

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

20.04 For such leave of absence the Union must give 14 days clear notice to the Employer.

20.05 While on unpaid union leave of up to 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).

20.06 Union Leave of Absence

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

**ARTICLE 21 - EDUCATIONAL LEAVE**

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

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



21.03 The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

## **ARTICLE 22 - LEAVE OF ABSENCE RULES**

22.01 Where any leave of absence without pay exceeds four (4) weeks:

- (a) The Employer shall pay its share of any and all health and welfare benefits for the first four weeks;
- (b) If the leave of absence exceeds four weeks, benefit coverage may be continued by the employee, provided, the employee pays the total cost of the premiums to the Employer for each monthly period in excess of the four weeks leave of absence.

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

### 22.03 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 condition:

- (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 any absence not paid by the Employer exceeding thirty (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 lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB 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 WSIB, shall continue for up to thirty (30) months following the date of the injury.

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

Clause (e) applies only to those agreements having weekly indemnity provisions.

## **ARTICLE 23 - BEREAVEMENT LEAVE**

23.01 Upon the death of an employee's 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.

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

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

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

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

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

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

#### **ARTICLE 24 - JURY DUTY**

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

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and

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

#### **ARTICLE 25 - HOURS OF WORK**

25.01 The following is intended to define the normal hours of work for the full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

25.02 The regular work shift for full-time employees shall be seven-and-one-half (7 1/2) working hours per day exclusive of meal periods. The seven-and-one-half (7 1/2) working hours per day will be worked within an eight (8) hour period.

25.03 Where the hours of work are averaged over a two-week period that two-week period will be the same two weeks as the pay period.

#### **ARTICLE 26 - OVERTIME**

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

26.02 Employee requests for changes in posted work schedules by way of exchanges with appropriately qualified employees must be submitted, in writing, to the Department Head two days in advance of the proposed exchange and must be co-signed by the employee willing to exchange days off or shifts. Such requests shall be subject to approval by Department Heads. The employer shall not be responsible or liable for overtime rates or non-compliance with any provisions of this agreement that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably withheld.

26.03 If an employee is requested, by management, to work an extra continuous full shift as overtime two (2) free meals will be supplied during such shift in addition to overtime rates paid. If

an employee is required to work an extra two (2) hours overtime at the end of his shift one free meal will be supplied.

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

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

## **ARTICLE 27 - WORK SCHEDULE**

27.01 Work schedules covering a two week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one week in advance of posting.

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

27.03 Employees who are scheduled to work less than seventy- five (75) hours in a two-week period will not qualify for overtime on an assigned day off as stipulated in Article 27.02 until they have completed seventy-five (75) hours of work in the scheduled two week period.

27.04 The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and thirty-nine (39) hours if there is one (1) day off and sixty-three (63) hours if there are two (2) days off between the change over of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts the conditions of Article 26.02 shall apply in all respects.

27.05 No employees shall be scheduled to work more than five consecutive days without being given two or more days off work provided however, that the overtime rate of one-and-one-half (1 1/2) times the employees applicable hourly rate shall be paid for any days worked over five consecutive days, except in the case of an exchange of shift between employees.

27.06 The Employer will endeavour to arrange shift schedules such that all employees will receive the following:

Nursing - one (1) weekend off in two (2). Other departments - two (2) weekends off in three (3).

27.07 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 or 8 1/2 hours.

#### **ARTICLE 28 - LUNCH OR MEAL PERIODS**

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

#### **ARTICLE 29 - RELIEF PERIODS**

29.01 Employees will be allowed two (2) fifteen (15) minute rest periods, one in each half of the seven-and-one-half (7 1/2) hour shift, without reduction in pay and without increasing the regular working hours.

#### **ARTICLE 30 - MINIMUM REPORTING ALLOWANCE**

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

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

30.02 Article 30.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home

nor shall it apply to employees returning to work without notice after absence.

### **ARTICLE 31 - CALL-BACK AND CALL-IN PAY**

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

31.02 Where a second call takes place after the four (4) hours have elapsed from the time of the first call it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call or any subsequent four (4) hour period.

#### 31.03 Call In

"Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

Employees who are called in will be paid overtime at the rate of time and one-half for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates in a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

Where the call in is requested within one-half hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

#### 31.04 Call-In

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement.

## **ARTICLE 32 - PAY DAYS**

32.01 The Employer agrees that wages will be paid bi-weekly. Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on the Thursday following the pay period. Where the hours of work are averaged over a two week period, that two week period will be the same two weeks as the pay period.

The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

32.02 Employees will be paid on a Thursday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Friday a.m. shift;
- (b) The day shift will be paid during the day shift working on Thursday, commencing at 2:00 p.m.;
- (c) The afternoon shift will be paid during their regular shift, on Thursday;
- (d) Employees who are off on Thursday will be paid on Thursday commencing 2:00 p.m.

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

32.04 The employee will be paid in a case of pay cheque error caused by the Employer within the next four (4) working days excluding weekends and statutory holidays.

## **ARTICLE 33 - PAID HOLIDAYS**

33.01 Employees who have completed their probationary period shall receive the following paid holidays with pay:

New Year's Day

Labour Day



Good Friday  
Victoria Day  
Canada Day  
Civic Holiday

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

Upon completion of the probationary period, the employee shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period at the rate of pay that was in effect when the holidays occurred.

33.02 The anniversary date of an employee's employment will be recognized as a paid float holiday which is to be taken on the anniversary date or within thirty (30) days following the anniversary date.

There will be an additional paid floating holiday *to* be taken on a day mutually agreed between the Employer and the employee.

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

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

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

33.06 However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.

Except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

33.07 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay be paid at the rate of one and one-half (1½) times his regular rate of pay or in

lieu thereof be granted equivalent time off with pay equal to overtime rates.

**33.08** Any employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified by a Medical Doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article **33.04**.

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

33.10 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive paid holiday pay in accordance with Article 39 of this Agreement.

**33.11** For clarification purposes of when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

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

33.13 **An** employee who has met the qualifier for a paid holiday is deemed to have qualified for lieu day pay.

#### **ARTICLE 34 - VACATIONS**

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

34.02 The periods at which employees shall take vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Employer having due concern for the proper operation of the Nursing Home. All vacation requests shall be submitted by March 15 of each year. In order to facilitate vacation scheduling, employees will indicate first, second and third choices for vacation time off. The Employer will post a draft of the vacation allocation by April 15.

Those employees who did not receive any of their three (3) choices will be entitled to submit three (3) additional choices by April 30.

Vacation requests received after March 15 and after April 30, where appropriate, will be considered on a first come-first served basis, determined by the Employer having due concern for the proper operation of the Nursing Home. Any vacation time remaining and for which requests have not been received by September 30 of any year, will be scheduled by the Employer at the employer's discretion.

34.03 Vacation time will be scheduled at any time during the year except from December 15 to January 15, and will be mutually arranged between the individual employee and the Employer.

The Employer agrees to allow two (2) employees from each shift to take vacation during the Christmas period on a rotating seniority basis under the following conditions:

- (a) There are replacement staff who are available to fill in during this period.
- (b) At least two (2) months' notice is given to the Employer of an employee's intention to exercise vacation time during the Christmas period.
- (c) The Employer in its own discretion may refuse requests to take vacation during the Christmas period if for any reason the efficient operation of the Nursing Home will be detrimentally affected, and such a decision will not be subject to a grievance.
- (d) The scheduling of such vacation will be at the discretion of the Employer.

34.04 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30 of any year. During the prime vacation months of June, July, August and September, employees shall be limited to three (3) consecutive week's vacation where so earned and approved. Employees shall not waive vacation and draw double pay.

34.05 Employees who have not completed their probationary period as of the cut off date will receive 4% of their gross earnings during the vacation year.

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

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

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

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

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

**34.11** Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five years of service on or before June 30th shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

34.12 Employees who have lost their seniority and have terminated their employment as set out in Article 14 herein between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the annual vacation to which such employees shall be entitled from the cut off date of the year of termination of employment, which shall be paid no later than the next regular payroll date.

**34.13** Vacation pay will be paid to all employees in advance of their vacation, on the regular pay day providing the employee so requests and such request is received in writing with at least three (3) weeks' advance notice to the Employer. The employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

34.14 It is understood that the Employer may, at its discretion reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to her scheduled vacation.

34.15 Vacation time off will be scheduled in minimum one week blocks commencing on a Saturday and ending on Friday.

34.16 During the summer vacation period employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation an employer exercising her option shall not as a result of such extra work change her employment status (i.e. part-time, full-time).

34.17 Vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

#### **ARTICLE 35 - SICK LEAVE**

35.01 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 Workers' Compensation Act shall not be charged against sick leave credits;
- (b) The employer will contribute 100% towards the premiums for a Weekly Indemnity Plan that provides payment to the employee at the rate of 66 2/3% of regular earnings from the 1st day of accident, 4th day of illness for a period of 17 weeks.

Employees shall retain their sick leave bank and shall be credited with 3 days upon implementation of the plan and every 12 months thereafter. Sick Leave Bank days shall be used for 100% payment for the waiting period.

Effective 12 months after introduction of the plan and every 12 months thereafter, any unused sick leave credits remaining in the bank shall be cashed-out up to 3 days.

- (c) Weekly Indemnity cheques shall be mailed directly to the employee's home.
- (d) Employees absent on short-term illnesses of two (2) days or less duration shall be paid for the first three (3) such illnesses in any calendar year. However, for the fourth and succeeding illness of two (2) days or less duration in any calendar year, employees shall not be paid for the first two (2) days of illness.

If on the fourth (4th) or succeeding illness 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.

- (i) For any absence in excess of two (2) days;

- (ii) For the fourth (4th) and succeeding illness in the sick leave year.

- (f) **An** employee who will be absent due to personal illness or injury must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible.

Failure to give such notice may result in loss of sick leave benefits for that day of absence.

- (g) Employees absent from work due to illness or injury where such absence exceeds two days are required to keep the Employer informed of their status on a current basis. The employee shall contact his or her respective department head on a required basis for the purpose of informing the Employer of his or her progress and to assist in planning for his or her return to work.

35.02 **An** employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery.

35.03 In the event the Nursing Home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the

employee chooses to use her own physician, and in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

Note: Not applicable to the annual medical examination or medical certificates that may be requested.

#### 35.04 Annual Medicals

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

#### 35.05 Sick Leave Certificates

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

### **ARTICLE 36 - HEALTH AND SAFETY**

36.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.

36.02 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. Scheduled time spent at such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

36.03 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 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.

36.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workers' Compensation Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as The Workers' Compensation Board may decide to disclose.

36.05 The Union agrees to endeavour to obtain the full cooperation of the its membership in the observation of all safety rules and practices.

36.06 The Employer will use its best effort 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 precautions in all circumstances.

36.07 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 37 - HEALTH AND INSURANCE BENEFITS

37.01 The Employer will pay 100% of the basic billed rate of O.H.I.P. premiums for employees. The Employer will pay 100% of the premium for semi-private coverage.

37.02 The Employer agrees to continue to pay 100% of the billed single/family rate for all employees who participate in the major medical 10-20 no Co-Insurance Plan (similar to Blue Cross E.H.C.). If an employee is otherwise covered the Employer shall not be obligated to contribute.

Same sex spouse will be eligible to be a dependent for insured benefits.

### Drug Plan

- (a) Implement Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

Positive Enrollment provision to be included.

- (b) Delete semi-private hospital coverage.
- (c) Amend ODA fee schedule to reflect 1996 ODA. Those contracts providing a better fee guide will retain the current provision.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

### 37.03 Vision Care

The Employer agrees to continue a Vision Care Plan (\$90.00). The Employer's contribution will be 100% of the billed premium rate (single/family). If an employee is otherwise covered the Employer shall not be obligated to contribute.

37.04 The Employer will pay 100% of the cost of \$17,000 of Group Term Life Insurance.

37.05 The employer will implement a Dental Plan (equivalent to the Blue Cross #9 Plan) based on the 1996 ODA fee schedule, \$2,000 maximum per individual and per family member. This is subject to

75% participation of all eligible employees, and the employer agrees to pay fifty per cent (50%) of the billed premium.

37.06 The employees' 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.

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

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

- (a) the Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within 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 Boltman

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

- (g) the arbitrator shall render a decision within 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.

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

This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

37.09 The employer will notify the union if it intends to change the insurance carrier.

#### **ARTICLE 38 - THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

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

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

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

(i) the straight time component of hours worked on a holiday;

(ii) holiday pay, for the hours not worked; and

(iii) vacation pay.

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

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

.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 4% (four percent) of applicable wages to the

Plan. The Employer shall match such contributions, the amount being 4% (four percent) 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 purposes of calculations  
past service credit).

(ii) To be Provided with each Remittance

Name  
Social Insurance Number  
Monthly remittance  
Pensionable Earnings

(iii) To Be Provided Once, and if Status Changes

Address as provided to the Home  
Termination date when applicable

(iv) To Be Provided Once if they are Readily Available

Gender  
Marital Status

**ARTICLE 39 - UNIFORM ALLOWANCE**

39.01 Uniform allowance shall be accumulated based on 0.6 cents per hour and shall be paid by the employer by the last pay period in December of each year.

Such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

39.02 Employees shall have the preference of wearing white or coloured uniforms.

**ARTICLE 40 - RATES OF PAY**

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

**ARTICLE 41 - SHIFT PREMIUMS**

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

**ARTICLE 42 - SHARED COST OF PRINTING COLLECTIVE AGREEMENT**

42.01 It is agreed that the nursing home and the local Union will share equally in any cost of the printing of the Collective Agreement.

**ARTICLE 43 - WAGE PROGRESSIONS, ETC.**

43.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, 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.

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

43.03 Employees will endeavour to give a minimum of two weeks' notice of termination of employment.

#### **ARTICLE 44 - WORKERS' COMPENSATION BOARD**

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

- (a) The employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation. If the employee continues his or her contributions 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 thirty (30) months following the date of injury provided the employment relationship between the employer and the employee continues.
- (b) 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;
- (c) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the Agreement.

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

44.03 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the



seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

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

If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to two (2) full years mentioned above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits.

44.05 If, on the recommendation of the Workers' Compensation Board or the attending physician, the employee is capable only of performing work of a different kind, or a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience and ability by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

#### **ARTICLE 45 - RETROACTIVITY AND IMPLEMENTATION**

45.01 Retroactivity for wages shall be paid on a separate cheque within 30 days of the Award to employees on the basis of all hours paid since January 1, 1997. If an employee shall have terminated his employment since January 1, 1997 the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer and the employee shall have 30 days from the posting within which to claim any payment due to him/her and failing claim for payment, the Employer shall not be further obligated for payment to such employee.

**ARTICLE 46 - RENEWAL, AMENDMENT, OR TERMINATION**

46.01 This Agreement shall be effective from January 1, 1999 and shall continue in effect until December 31, 2000 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

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

46.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new agreement or completion of the proceedings under the Labour Relations Act, 1980, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1965, as amended, which ever should first occur.

Note: Arbitrator Martin Teplitsky has remained seized of the outstanding issues.

DATED AT TORONTO, THIS 21<sup>ST</sup> DAY OF August 2001.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

Andrew Dardren

[Signature]

DM/SP

**SCHEDULE "A"**  
**KENNEDY LODGE**  
**CLASSIFICATION AND WAGES**

Effective	January 1/1999 (1%)	April 1/1999 (0.445 cents Pay Equity)	January 1/2000 (1%)
<u>R.P.N.</u>			
Start	15.57	16.015	16.175
1 Year	16.02	16.465	16.630
2 Years	16.41	16.855	17.024
<u>Dietary, Laundry Aides, Janitor</u>			
Start	13.08	13.525	13.660
1 Year	13.49	13.935	14.074
2 Years	13.91	14.355	14.499
<u>Attendant I; Activity Aide (Uncertified)</u>			
Start	13.25	13.695	13.832
1 Year	13.65	14.095	14.236
2 Years	14.08	14.525	14.670
<u>H.C.A., Activity Aide (Certified)</u>			
Start	13.40	13.845	13.983
1 Year	13.82	14.265	14.408
2 Years	14.24	14.685	14.832
<u>Maintenance</u>			
Start	15.04	15.485	15.640
1 Year	15.41	15.885	16.014
2 Years	15.83	16.275	16.438
<u>Cook I</u>			
Start	14.50	14.945	15.094
1 Year	14.97	15.415	15.569
2 Years	15.37	15.815	15.973
<u>Cook II</u>			
Start	13.91	14.355	14.499
1 Year	14.35	14.795	14.943
2 Years	14.77	15.215	15.367

Handyman: A premium of 15 cents per hour above the applicable Janitor rate to be paid for all hours worked in the Handyman classification when designated by the **Employer**.

The parties agree to recognize the personal support worker. Education accreditation as equivalent to the Healthcare Aide course.

Activity Aide - who hold a Health Care Aide Certificate or Recreation Certificate shall receive the same rate of pay as those employees in the Health Care Aide (HCA) classification.

The above rates includes pay equity adjustment of 0.35 cents.

The April 1999 wage rates include an additional pay equity adjustment of 0.445 cents.

LETTER OF UNDERSTANDING 1

Re: Contracting Out - Article 2.03

The Union agrees that the maintenance department is and can be contracted out under the terms of the collective agreement and that such contracting out will not be subject of a grievance.

The Employer agrees that all laundry positions contracted out as of December 14, 1990 were placed into the bargaining unit as of December 14, 1990 and shall be paid in accordance with Schedule "A".

The Employer agrees that prior to contracting out any future position that , provided it is reasonably practicable, it will notify the Union 30 days in advance and allow the Union to discuss the contracting out should it wish to do so.

LETTER OF UNDERSTANDING 2

The Employer will provide the Union with a copy of any addition/amendment to the Employee's Standard of Conduct Booklet.

LETTER OF UNDERSTANDING 3

Re: 33.07 and 33.09 for Employees of the Nursing Department

The parties agree that employees in the nursing department who receive a lieu day pursuant to clause 33.07 and 33.09 may request that lieu days be used of personal reasons or for extending vacation. Such request for the use of a lieu day must be made at least one (1) week in advance of the posting of the schedule. Employees may accumulate a maximum of 2 lieu days for such purposes. Employees will not be entitled to more than two (2) lieu days per year for use on a weekend or weekends. In addition, the Employee may request and the Employer may grant, subject to the scheduling requirements herein, one additional lieu day to be taken on a weekend.

For a trial period to expire December 30, 2000, the Employee may request, and the Employer may grant, a fourth (4<sup>th</sup>) lieu day to be taken on a weekend. Such fourth (4<sup>th</sup>) day shall not be used for the purpose of extending vacation. The granting of such fourth

(4") lieu day on a weekend shall be at the sole discretion of the Employer.

There shall be a maximum of four (4) lieu days taken on any day shift, two (2) lieu days on any evening shift and two (2) lieu days on any night shift.

The parties agree that subject to the above lieu days will be granted provided that an appropriate qualified part-time employee is available to replace the employee on a lieu day.

#### LETTER OF UNDERSTANDING 4

##### Re: Job Security

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.

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

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

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

Pension Letter of Understanding

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

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

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.
3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the Employee matching contribution.
4. The Union agrees that the Trustees appointed by them shall ensure that the funds transferred from the Employer for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.
5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.