

117 Employees

Unit No. 80

COLLECTIVE AGREEMENT

BETWEEN

INTERIM BEDS AT THE
KEELE - LAWRENCE CARE CENTRE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
AFFILIATED WITH A.F.L., C.I.O., C.L.C.
(HEREINAFTER REFERRED TO AS THE "UNION")

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COLLECTIVE AGREEMENT

BETWEEN

**Interim Beds at the Keele-Lawrence Care Centre
(hereinafter referred to as the "Employer")**

- and -

**Service Employees International Union
Local 204
(hereinafter referred to as the "Union")**

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly relationship between the Employer and its employees 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 in the bargaining unit.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of the Interim Beds at the Keele-Lawrence Care Centre in the Municipality of Metropolitan Toronto, save and except registered and graduate nurses, activity director, paramedical employees, supervisors, persons above the rank of supervisor, and office staff.

2.02 The Scope and Recognition is deemed to include the Registered Practical Nurses, Health Care Aides (HCA's) and Personal Support Workers (PSW) and program support workers only at the Keele Street location.

2.03 It is specifically agreed and understood that the Employer will engage in third party services who will be providing Environmental Services Support Staff (Laundry, Dietary, Housekeeping and Maintenance), either on or off site, it is further agreed and understood that such work is not work normally performed by the bargaining unit and as such is not contracting out under the terms and conditions of the Collective Agreement.

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ARTICLE 3 - DEFINITIONS

3.01 Regular full-time employees means an employee in the bargaining unit who is employed on a regular basis for over twenty-two and one-half (22 1/2) hours per week.

3.02 A regular part-time employee means an employee in the bargaining unit who is employed on a regular basis for twenty-two and one-half (22 1/2) hours or less per week.

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

ARTICLE 4 - PROBATIONARY PERIOD

4.01 A newly hired full-time employee must successfully complete a probationary period of sixty (60) days worked. A newly hired part-time employee must successfully complete four hundred and fifty (450) hours worked (which would include days not worked but paid for by the Employer) whichever is the longer. During the probationary period an employee may be discharged for reasons less serious than would justify a discharge after the completion of the probationary period. No grievance shall be filed with respect to such discharges during the probationary period.

4.02 Upon the completion of her probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire. Part-time employees shall accrue seniority based upon hours worked.

ARTICLE 5 - NO DISCRIMINATION FOR UNION MEMBERSHIP

5.01 Neither the Employer nor the Union shall discriminate against any employee because of her membership or non membership in the Union.

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

ARTICLE 6 - CHECK-OFF UNION DUES COMPULSORY

6.01 Following the completion of the probationary period the Employer shall deduct, as a condition of employment Union dues as established by the Union from the first pay cheque of each employee each month and shall send all of the monies so collected to the Secretary-Treasurer of the Union before the 25th day of the month in which the deductions were made together with a list of the names of the employees from whose pay cheques deductions have been made.

6.02 The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deductions.

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

6.04 Union dues deduction will be included on employee T4 slips.

6.05 Union dues are not deducted from SUB payments and the employer has no responsibility for union dues while an employee is off on Pregnancy and/or Parenting leave.

ARTICLE 7 - UNION TO INTERVIEW NEW EMPLOYEES

7.01 Within the first 30 days of a new employee's probationary period the Employer shall so inform the Union and shall permit a Union representative to interview each new employee for a period of fifteen (15) minutes during working hours without loss of pay.

ARTICLE 8 - NO STRIKES, NO LOCK OUTS

8.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Labour Relations Act, R.S.O. 1980, Chapter 228 as amended.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer. 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, comfort of the residents in the Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;
- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion on rational basis of the Employer;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall;
- (e) the above rules and regulations will be posted on the employee's Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rules introduced.

ARTICLE 10 - NEGOTIATING COMMITTEE AND STEWARDS' COMMITTEE

10.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the nursing homes, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each nursing home.

(b) If negotiations are carried on individually for the nursing home, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of four (4) employees, one (1) of which 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 members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any arbitration proceedings.

10.02 The Employer will recognize a Stewards Committee which shall consist of a Chief Steward and four (4) stewards at each nursing home all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with the Employer 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 regular employees of the Employer who have completed their probationary period.

10.03 Each steward shall be granted time off without loss of wages to assist an employee in the presentation of a grievance where such grievance must reasonably be dealt with during working hours.

10.04 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 and aggressive residents.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. An SEIU Union Representative 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

Step No. 1

An employee having a question or complaint shall refer it to her immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1 the employee, who may request the assistance of her Steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or her designated representative and the employee. It is understood that at such meeting the Administrator or her designated representative may have such counsel and assistance as he may desire, and that the employee may have her Steward and that the SEIU Union Representative or an

International Representative of the Union may also be present at the request of either the employee or the Employer. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 3

Should the Administrator fail to render her decision as required in Step No. 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step No. 2 is given, or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

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

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

11.04 A grievance must contain a short statement of the complaint or grievance and a brief statement of the relief sought.

11.05 Saturdays, Sundays and Holidays are excluded for the purpose of calculating time periods under this Article.

11.06 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.

11.07 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.

11.08 Employer's 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 No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the business agent of the 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 No. 3 of the grievance procedure.

11.09 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 No. 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance having 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.

11.10 Letters of Reprimand

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

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

11.12 **An** employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the union steward or union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

11.13 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.

ARTICLE 12 - DISCHARGE GRIEVANCE

12.01 In the event of an employee who has completed her probationary period being discharged from employment, and the employee feeling that an injustice has been done in the case may be taken up as a grievance.

12.02 All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed her probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the administrator within four (4) days

after the employee is notified of her 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 to Step No. 2 may be omitted in such cases.

12.03 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 13 - ARBITRATION

13.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall state whether it wishes to have the arbitration heard by a Board of Arbitration or by a sole arbitrator. The arbitration may be heard by a sole arbitrator in the place of an Arbitration Board when mutually agreed by both parties. If the party serving the notice designates a Board of Arbitration the request 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 after the appointment of the second of them agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration. Where both parties agree in writing to have a grievance dealt with by a single Arbitrator they shall select an Arbitrator who is acceptable to both. Failing agreement a three-man board shall be appointed.

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

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

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

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

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

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

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

13.08 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 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 Home.

ARTICLE 14 - SENIORITY

14.01 Seniority is the ranking of employees in accordance with their length of employment.

14.02 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 employee's names alphabetically, classification and their seniority starting date provided part-time seniority will be expressed in hours.

14.03(a) **An** employee shall lose all seniority and her employment shall be deemed to be terminated if she:

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

(ii) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability or

(iii) is absent from work without a reasonable excuse for more than three consecutive days for which she is scheduled to work; or

(iv) is absent from work more than thirty-six (36) months by reason of lay-off; or

(v) is absent from work for more than thirty-six (36) months by reason of absence while on W.S.I.B.

(b) The Employer will notify the employee when his or her benefits will cease.

14.04 In cases of promotion, demotions, or permanent transfers, the skill, merit, efficiency, seniority and physical ability of candidates shall be considered.

14.05 Any questions relating to the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance and arbitration provisions herein.

14.06 Layoff and Recall

- .01 All Employees hired by the Employer at this site shall be hired for an defined period of time ending when the transitional beds located in this facility are deemed to be closed. As soon as the Employer has notification of the cessation of operations at this facility, the Employer hereby agrees to notify the Union and the employees of employment termination. No other notice shall be required to be provided except for that under the Employment Standards Act of Ontario, more specifically notice of employment termination shall be provided as written notice and all employees shall be expected to work the notice period and severance payments under the "Act" are not payable.

Lay-off Procedure

- .03 (a) In the event of lay-off, the Employer shall first 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) First bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an employee subject to lay-off who chooses to bump, must bump the employees with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay-off at the outset of the process.
- (v) **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 one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly schedule hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to lay-off chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- (viii) In the event that there are no employees in either bargaining unit 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 less seniority, who has scheduled hours equal to or less than the employee laid off, in

a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation

- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

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

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

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

Recall Rights

- .04 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) **An** employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the 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

- .05 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 own share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

14.07 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.

14.08 Lay-Off and Recall

- (a) Employees shall be laid-off in the reverse order of their seniority within the facility, provided that the remaining employees are fully qualified and willing to do the work which is then available.
- (b) Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

14.09 Seniority shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since the last date of hire.

14.10 Seniority Accrual

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.S.I.B.

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Employer both seniority and service will accrue.
- (b) During an 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 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 twenty-four months if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (d) Benefits/Workplace Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or W.S.I.B. 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 W.S.I.B. shall continue for up to twenty-four (24) 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.

ARTICLE 15 - TRANSFERS

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

15.02 Except in the case of a demotion an employee who is transferred or reclassified shall be paid at the rate which is no lower than the rate for the employee's former job.

15.03 When an employee transfers to another job her name shall be added to the departmental seniority list as of the effective date of the transfer.

15.04 Where the employee is demoted due to a reduction in staff the employee shall receive the rate for her new job even though it may be less than the rate of pay in her former job.

15.05 Responsibility Allowance for Work Outside the Bargaining Unit

- (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 \$3.00 for each shift from the time of 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 1/2 shift, the employee shall receive an allowance of \$3.00 for each shift.

15.06 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.

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

15.08 If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job Seniority for pay purposes shall date from the date the transfer becomes effective.

15.09 Job Security

Part-time: Subject to the provisions with respect to permanent transfers a full-time employee covered by this Agreement, changing her status to that of a part-time employee shall retain her corporate seniority, and her classification seniority. Upon entering into a part-time status, she shall suffer no loss in wage rate and will then progress in seniority and the wage rate increase in the same manner as other part-time employees covered by this Agreement.

Full-time: Subject to the provisions with respect to permanent transfers a part-time employee, changing her status to full-time shall retain her corporate seniority, and her classification seniority. Upon obtaining full-time status, she shall suffer no loss of basic wage rate but will progress in seniority and wage rate increase in the same manner as other full-time employees covered by this Agreement.

15.10 Full-time/Part-time Ratio

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

ARTICLE 16 - JOB POSTING

16.01 A vacancy in a bargaining unit job shall be posted for ten (10) calendar days. The position shall stipulate the qualifications, classification, rate of pay, and department concerned.

16.02 If no applications are received by 10:00 a.m. of the ninth day following the posting the Employer may fill the vacancy at her discretion.

16.03 Until the vacancy is filled the Employer may fill the vacancy at her discretion on a temporary basis.

16.04 Applicants for a posted job must notify the Supervisor in charge of their candidacy. In cases where two or more employees apply the Employer shall consider the skill, ability, seniority and physical fitness of the applicants. In cases where two or more candidates are, in the Employer's opinion, equally matched the Employer shall award the job to the most senior applicant.

16.05 The successful applicant shall be placed on trial in the new position for a period of 150 hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (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.

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

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

16.06 The Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.

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

16.08 If in the Employer's opinion, (and the reasonableness of such opinion may be the subject of a grievance), no applicant is qualified to perform the required work the Employer may fill the vacancy at its discretion.

16.09 Temporary Vacancy

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other Leave of absence expected to exceed six (6) calendar weeks. Employees working less than thirty-seven and one-half (37 1/2) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 16.07. The employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return, the employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain her part-time status during the temporary full-time period. Nothing herein shall prevent the employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the employer may deem appropriate.

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

16.11 Temporary Vacancies

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 employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

ARTICLE 17 - BULLETIN BOARDS

17.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

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 she receives at least one month's notice in writing unless impossible and that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

18.02 If leave of absence is granted, the employee shall be advised in writing with a 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.

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

18.05 To qualify for leaves of absence as stipulated above, the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

18.06 Unpaid leaves of absence, in excess of thirty (30) consecutive days shall not count as service to advance an employee to one or two year wage rate in a job classification. However, a leave of absence because of a work-related disability or illness shall count as service for wage progression purposes.

18.07 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.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, classification 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.

18.08 Paid Educational Leave

- .01 If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- .02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- .03 The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive 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 19 - BEREAVEMENT LEAVE

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

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

19.03 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 and does not include pay for days off. If the funeral is not attended the paid leave shall be limited to two days ending no later than the day of the funeral.

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

19.05 **An** employee will not be eligible to receive payment under the terms of the bereavement leave for any period in which she is receiving payments for holiday pay or vacation pay. It is further 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.

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

19.07 The days granted shall be between the date of death and the day of the funeral.

ARTICLE 20 - LEAVE OF ABSENCE FOR PREGNANCY AND ADOPTION

20.01 The quantum of leave for Pregnancy and parental leave shall correspond to the quantum provided pursuant to the Employment Standards Act of Ontario as amended by Bill 147.

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

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 in his opinion;

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this article upon giving the Employer two (2) week's notice of her intention to do so and furnishing the Employer with a Certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be granted under Article 20.11 Parental Leave.

20.03 Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "Parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 35 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- (e) For the purpose of parental leave under Article .10 Parental Leave, the provisions under .01, .04, .05, .06, .07, .08, and .09 shall also apply.

20.04 Paternity Leave

The Employer will provide two (2) days unpaid leave for birth of child.

ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.01 The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union Business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

21.02 In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.

21.03 Employees on unpaid union leave of up to thirty (30) days, will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (ie. EHT, EI, CPP and WSIB) and Pension, but would not include Health & Welfare and weekly indemnity premiums (if applicable).

ARTICLE 22 - JURY DUTY

22.01 The Employer shall grant leave of absence to an employee who serves as a juror or who is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she received for jury services or court witness. The employee will present proof of service and the amount of pay received.

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

ARTICLE 23 - MINIMUM REPORTING ALLOWANCE

23.01 If an employee reports for work at the regularly scheduled time and no work is available such employee will be paid a minimum of four (4) hours pay at her regular rate provided;

- (a) the employee has not been previously notified not to report either orally or by a message left at her residence;
- (b) if required by the Employer, the employee shall perform a minimum of four (4) hours of such reasonable work as the Employer may designate.

23.02 This article does not apply in the case of a labour dispute or in an emergency such as a fire or power shortage nor shall it apply to employees returning to work without notice after absence.

ARTICLE 24 - CALL BACK GUARANTEE

24.01 Where employees are called back to work after having completed a regular shift and prior to the commencement of their regular shift they shall receive a minimum of four (4) hours pay at straight time or time and one-half (1 1/2) the actual number of hours worked whichever is greater.

24.02 Where the call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of regular shift at the rate of time and one-half (1 1/2) after which they shall revert back to the regular shift.

ARTICLE 25 - CALL IN

25.01(a) "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.

- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) 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 on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (1/2) 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.

ARTICLE 26 - PAID HOLIDAYS

26.01 The following days are paid holidays under this Agreement for full-time employees:

| | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Day | (No more than 9) |

If employee works less than 75 hours bi-weekly, prorate pay work 66 > 75 same as 75 hours.

If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

Holiday pay for employees who regularly work less than 75 hours is based on proration formula noted in Article 43 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

26.02 A full-time employee who is required to work on any of the above named holidays will receive at the employee's option either:

(a) Pay at the rate of one and one-half (1 1/2) times her straight time hourly rate for each hour worked plus holiday pay.

or

(b) Pay at the rate of one and a half (1 1/2) times her straight time hourly rate for each hour worked and a lieu day off with pay based on her holiday pay hours, within thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and her supervisor by mutual agreement.

26.03 In order to qualify for payment for the above mentioned holidays, an employee must work her regular working day immediately prior to and his regular working day immediately following the holiday. If an employee has met the qualifier for a statutory holiday, he/she is deemed to have qualified for lieu day pay.

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.

26.04 If a paid holiday falls during an employee's vacation, or on an employee's scheduled day off, she shall be granted an additional day's pay in lieu of the holiday at straight time or an additional day off at a time to be set by the Employer. In the case of part-time employees, however, this will apply only if it falls on a day on which she would normally have worked.

26.05 **An** employee will qualify for holiday pay in accordance with the provisions of the Employment Standards Act and as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

26.06 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.

26.07 All paid holidays which fall during a part-time employee's probationary period will be paid to the employee in accordance with the collective agreement on completion of the probationary period.

26.08 **An** employee scheduled to work on a holiday, and who does not report for work, shall forfeit her 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 44.02.

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

ARTICLE 27 - VACATIONS

27.01 Vacations shall be granted to full-time employees in accordance with the following schedule:

| | <u>Period Worked</u> | <u>Time Off</u> | <u>Vacation Pay</u> |
|-----|----------------------|-----------------|---------------------|
| (a) | After 1 Year | 2 weeks | 4% |
| (b) | After 5 Years | 3 weeks | 6% |
| (c) | After 8 Years | 4 weeks | 8% |

27.02 The date for determination of the "period worked" is December 31st of the year prior to the year in which the vacation is taken.

27.03(a) Vacation entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on the provisions for employees regularly working 75 hours bi-weekly.

(b) Vacation shall be granted to all employees in accordance with the following schedule:

Vacation pay is calculated at 4%, 6% or 8% (according to "Period Worked" entitlement) of the employees gross earnings from date of ratification up to and including August 31, 2001. A lump sum payment will be made on the first pay period following September 15, 2001. Effective September 1, 2001 vacation pay is calculated at 4%, 6% or 8% (according to "Period Worked" entitlement) of the employee's gross earnings from September 1, 2001 until termination of employment. A

final payment will be made upon the termination of employment as per the Employment Standard Act.

27.04 **An** employee shall be entitled to a pro-rata portion of her vacation pay in the event that her employment is terminated.

27.05(a) A blank vacation schedule shall be posted on January 1st each year.

(b) Employees shall take vacations in segments which are at least one week in duration unless agreed otherwise with the Employer and during the summer vacation periods shall not take vacations which exceed two weeks in duration. It is understood and agreed that in order to distribute some time off for as many employees as is practical during the Christmas/New Year's season no employees will be allowed to take vacation during the period December 15 - January 15.

27.06 Between March 1st and March 15th the schedule shall be settled if possible through discussions between the Union Stewards' Committee and the Employer.

27.07 On March 15th the final schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the employees' affected, the Stewards' Committee and the Employer.

27.08 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Administrator with due concern for the proper operation of the Home.

27.09 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

27.10 Vacations are not cumulative from year to year and all vacation must be taken by no later than one month prior to the next vacation cut off day. Employees shall not waive vacation and draw double pay.

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

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

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.

27.13 Employees who have lost their seniority and have terminated their employment as set out in Article 14.03 herein between vacation periods shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

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

| Total hours paid as of June 30th | Vacation Entitlement |
|-----------------------------------|--|
| 0 to less than 1800 hours paid | - 4% of gross earnings for the vacation year |
| 1800 to less than 5400 hours paid | - 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year |

ARTICLE 28 - WORK SCHEDULES

28.01 Work schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Administrator one (1) week in advance of posting.

28.02 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 for all hours worked.

28.03 Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 28.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

28.04 The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and the changeover of shifts and forty (40) hours if there is one (1) day off and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord and for their own personal convenience, arrange to change shifts, the conditions of Article 28.07 shall apply in all respects.

28.05 No employee shall be scheduled to work more than seven (7) 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 employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

28.06 The Employer will endeavour to arrange shift schedules such that all employees will receive at least one weekend off in three.

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

28.08 Part-time employees shall not be scheduled for more than seven (7) consecutive days.

ARTICLE 29 - JOB CLASSIFICATION AND WAGE RATES

29.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached hereto and forms part of this Collective Agreement.

29.02 New classifications may be established by the Employer during this Agreement. Wage rates for such classifications shall be negotiated, however, if negotiations fail to produce agreement then the rate shall be settled by arbitration.

ARTICLE 30 - HOURS OF WORK

30.01 This article defines the normal hours of work for a full-time employee, and is not a guarantee of work per day or per week or a guarantee of days of work per week.

30.02 The work period shall consist of seventy-five (75) hours in any bi-weekly period and the work shift shall consist of seven and one-half (7 1/2) continuous hours exclusive of meal periods. There shall be no split shifts.

30.03 The meal period shall be half an hour halfway through a shift.

30.04 There shall be a paid fifteen (15) minute break period during each half shift at times designated by the Employer.

30.05 Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.

30.06 Daylight Savings Time

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 hours or 8 1/2 hours.

ARTICLE 31 - OVERTIME

31.01 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 (1 1/2) the employee's regular rate of pay.

31.02 Upon the Employer's consent which consent shall not be unreasonably withheld, employees may switch shifts. However, the Employer shall not be required to pay overtime or any other increase in rates to the employees that would not have been due except for the switch in shifts.

31.03(a) If an employee is required to work an extra shift she shall receive:

(i) on the day shift, two paid meals

(ii) on night, one paid meal

(b) **An** overtime free meal will be provided after an extra three (3) hours overtime.

31.04 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.

31.05 Overtime shall be based upon the employees regular rate of pay and there shall not be any pyramiding of overtime under this article.

31.06 **An** employee who is absent on paid time during her scheduled work week because of sickness, W.S.I.B. injury or illness, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

ARTICLE 32 - MEAL PERIODS

32.01 Meal periods shall be uninterrupted except in cases of emergency. Proper facilities shall be provided for employees who bring lunches. Lockers shall also be provided.

ARTICLE 33 - PAY DAYS

33.01 Employees shall be paid every two weeks no later than the first Friday following the close of the work week. The Employer shall, however, make every reasonable effort to pay employees on Thursday and shall, if the Steward's Committee so requests, make automatic deposits in banks in the locality of the Home.

33.02 Upon termination or layoff an employee will be paid her final pay and her vacation pay on the regular pay day.

33.03 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.

33.04 Errors on Paycheques

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

33.05 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 34 - SICK LEAVE

34.01 Effective January 1, 2001, the Employer agrees to pay each full-time employee six hundred dollars (\$600.00) and each part-time employee three hundred and fifty dollars (\$350.00) if the employee is employed from January 1, 2001 until December 31, 2001. Effective January 1, 2002, the Employer agrees to pay each full-time employee six hundred dollars (\$600.00) and each part-time employee three hundred and fifty dollars (\$350.00) if the employee is employed from January 1, 2002 until December 31, 2002 or until cessation of operations whichever comes first. If the employees status changes during the time period above, a prorated amount will apply based on duration of status.*

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It is agreed that these monies will be paid by the Employer in lieu of any paid sick leave or weekly indemnity provisions. The payout will be made on the first pay period following January 15, 2002.*

* Clarity Note: Not in addition to monies indicated in the layoff language.

ARTICLE 35 - HEALTH PLAN AND INSURANCE

35.01 The Employer shall provide and pay for the following welfare plan for each employee not otherwise covered. All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula.

- (a) The Employer shall pay 100% of the billed rate of the OHIP premium for employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.
- (b) The Employer shall provide and pay the full cost of a plan covering the Employee's Life and Accidental Death and Dismemberment Benefit of \$17,000.00.
- (c) The Employer will implement a Major-Medical \$10-\$20 80 per cent co-insurance plan for employees covered by this Agreement. The Employer agrees to pay 100% of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.
- (d) The employer agrees to continue a dental plan (equivalent to Blue Cross #9), ODA fee 1999. Effective April 1, 2002, ODA 2000. The employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions.

The cap on the dental coverage shall be \$2,000.00 per individual and per family member.

- (e) The Employer agrees to continue a **\$300.00** Hearing Aid Benefit, 100% Employer paid.

35.02 Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Benefit coverage will commence following three calendar months of employment. Employees who have elected to enroll in a particular plan may withdraw at any time. **An** employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year.

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

- (a) Life - when coverage approved.
- (b) Dental - *\$200.00 maximum benefit/coverage person.
- (c) EHC
 - (i) Drugs - *\$150.00 maximum benefit/covered person
 - (ii) Hearing - no benefit during first six months

*During first twelve (12) months of coverage

- (d) 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.
- (e) Vision Care - **\$120.00** every 24 months.

35.03 Change of Carriers

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 insurer.

35.04 Notwithstanding 35.03, the following process is to be utilized to resolve insurance benefit disputes between an employee and the insurance carrier:

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

- (a) the Union or Employer shall file a written grievance within 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 Baltman

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

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

35.05 EI Premium Reduction

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.

ARTICLE 36 - UNIFORM ALLOWANCE

36.01 Uniform allowance will be paid by the employer in the amount of **4.8** cents per hour. Such amount not to form part of the regular hourly rate for purposes of overtime and paid holidays.

36.02 The uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 37 - SHIFT PREMIUMS

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

ARTICLE 38 - WAGE PROGRESSIONS

38.01 Full-time 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.

38.02 Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of **1,800** hours worked at the "start rate" to the

"one year rate" and so on. Hours worked 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.

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

38.04 All hours worked and hours paid during the probationary period (60 days worked full-time or 450 hours worked part-time) shall be counted towards hours required to move from the start rate to the one year rate.

ARTICLE 39 - GENERAL

39.01 The Employer shall not increase an employee's workload in order to lay off other employees or to permanently keep an employee vacancy vacant.

ARTICLE 40 - WORKPLACE SAFETY AND INSURANCE BOARD BENEFITS

40.01 Where an employee is absent due to illness or injury which is compensable by W.S.I.B., the following shall apply:

- (a) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise during the absence covered by Workers' Compensation.
- (b) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on W.S.I.B. shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

40.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 16.01) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

40.03 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 W.S.I.B. or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

40.04(a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to two (2) full years mentioned in Article 41.03 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 14. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

40.05 If, on the recommendation of the W.S.I.B. or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

40.06 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

40.07 Workplace Safety and Insurance Board (Challenge)

In the event that the employer challenges a W.S.I.B. claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for W.S.I.B. benefits for a period longer than one (1) complete pay period, may apply to the employer for payment equivalent to the lesser of the benefit she would receive from W.S.I.B. if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 34. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the employer and a written undertaking satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the W.S.I.B. If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 34. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 41 - NO PYRAMIDING

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

ARTICLE 42 - PART-TIME COMMITMENT TO WORK

42.01 Part-time employees who are covered by this Agreement may be requested by the Employer to work more than twenty-two and one-half (22 1/2) hours per week average over the duty roster cycle, for example, during the summer months, at Christmas/New Year's period, and at least on alternative paid holidays, and to replace an employee who fails to report for her scheduled shift if requested at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable request for additional work by part-time employees. However, it is further understood that any unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal being instituted by the Employer. If an employee should work over 22 1/2 hours per week in excess of thirteen (13) weeks

per a twelve (12) month period ending on December 31st of each year, she could be then considered to fall into the full-time unit covered by the within Agreement. The terms of the full-time unit will apply as the nearest pay period to the commencement of the fourteenth (14th) week. On the consent of the employee, the Employer and Union, the employee could be reinstated to the part-time unit.

ARTICLE 43 - PRO-RATION

43.01 Part-time employees shall be paid for all hours worked in accordance with the rates set out in Schedule "A" attached hereto.

43.02 Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six month period by 975 and then multiplying by 100.

The predetermined six month period shall coincide with the pay period ending around June 30th and December 31st, and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.

Hours paid in calculating proration formula will include when an employee is on:

- (a) maternity leave
- (b) adoption leave
- (c) approved leave of absence in excess of 30 continuous calendar days

proration upon return, shall be based on % in effect prior to commencement of leave.

Employees who regularly work more than 66 hours bi-weekly, shall have 100% of employer portion of insured benefits paid.

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Holiday and vacation entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

Holiday pay and vacation pay for employees who regularly work less than 75 hours is as follows:

- (a) Holiday pay - based on proration formula (based on hours regularly worked - 4 hour shift = 4 hours pay).
- (b) Vacation pay - percentage of earnings.

New Hires

All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the employer's paid share of premiums, benefits and holiday pay.

ARTICLE 44 - DEFINITION - TIME PERIODS

44.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

ARTICLE 45 - WAGES

45.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classification and rates of pay.

ARTICLE 46 - HEALTH AND SAFETY

46.01 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.

46.02 The Employer shall:

- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation.
- (ii) Inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
- (iii) ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

46.03 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 in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

46.04 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 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.

46.05 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the W.S.I.B. 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.

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

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

ARTICLE 47 - IMPLEMENTATION

47.01 A draft of the negotiated Agreement will be made available by either party within thirty (30) days of ratification of the Agreement reached. The second party will proof-read the Agreement and return it to the first party within twenty (20) days of receipt. The first party will then correct the draft (if necessary) and sign and return the Agreement within fifteen (15) days. The second party will sign and return the agreed number of copies for execution within a further fifteen (15) days of receipt of the signed Agreement. The Agreement will be printed and distributed by whomever is responsible within a further thirty (30) days.

ARTICLE 48 - RETROACTIVITY

48.01 Retroactive payment is to be made within 30 days of the notice of ratification and applies to wages only based on hours paid by the employer.

Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within 30 days. The Employer will pay retroactivity on a separate cheque.

ARTICLE 49 - NO CONTRACTING OUT

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

49.02 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.

49.03 Work of the Bargaining Unit

Non-bargaining unit employees will not perform work of the bargaining unit except for purposes of training or instruction or in emergencies.

ARTICLE 50 - RENEWAL, AMENDMENT AND TERMINATION

50.01 This Agreement shall continue in effect until December 31, 2002 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.

50.02 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.

50.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the

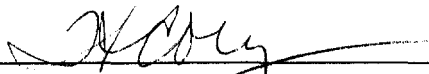
proceedings prescribed under the Labour Relations Act, 1980, of the Province of Ontario, R.S.O. 1980 c. 228, as amended, and the Hospital Labour Disputes Arbitration Act, R.S.O. c. 205, as amended, whichever should first occur.

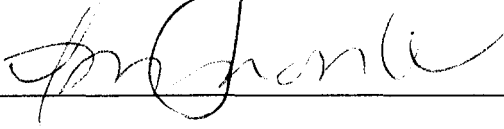
ARTICLE 51 - SHARED COST OF PRINTING COLLECTIVE AGREEMENT


51.01 It is agreed that the Employer and the Union will share equally in any cost of the printing of the Collective Agreement.

DATED at Toronto this 10th day of OCTOBER 2001.

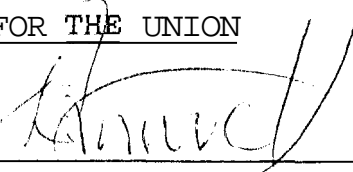
FOR THE EMPLOYER








FOR THE UNION





LP/CPL

SCHEDULE "A"

CLASSIFICATION AND WAGES

| <u>Classification</u> | <u>Wages</u> | | |
|-----------------------|--------------|--------------|---------------|
| | Jan. 1, 2001 | Jan. 1, 2002 | Dec. 31, 2002 |
| RPN | \$15.01 | \$16.08 | \$17.08 |
| HCA, Certified Aide | | | |
| PSW | 11.52 | 12.51 | 13.51 |
| Activity Aide | 11.36 | 12.36 | 13.36 |

NOTE: The above Schedule "A" wage rates are inclusive of all obligations under the Pay Equity Act.

LETTER OF CLARIFICATION

Between

Interim Beds at Keele-Lawrence Care Centre

and

Service Employees International Union
Local 204

Re: Job Posting

For these agreements having a trial period as part of the job posting procedure, 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.

Dated at Toronto this 16th day of OCTOBER 2001.

FOR THE EMPLOYER

[Signature]
[Signature]
Andrew Dudgeon

FOR THE UNION

[Signature]
M. Mitchell

