

112 Employees

Unit No. 110, 110A

COLLECTIVE AGREEMENT

BETWEEN

CHATEAU GARDENS NIAGARA NURSING HOME
(MERCEDES CORPORATION)

- AND -

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

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THIS AGREEMENT, made and entered into BETWEEN:

CHATEAU GARDENS NIAGARA NURSING HOME
(hereinafter called the "**Employer**")
OF THE FIRST PART

and

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204
Chartered by the S.E.I.U., Affiliated
to the A.F.L.-C.I.O., C.L.C.
(hereinafter called the "**Union**")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees in its nursing home in Niagara-on-the-Lake, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foreman, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 The Union and Employer agree to abide by the Human Rights Code.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and

without limiting the generality of the foregoing it is the exclusive function of the Employer.

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents of the Nursing Centre;
- (b) to maintain order, discipline, and efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay-off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance dealt with as hereinafter provided.
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home.

This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area on the whole.

ARTICLE 4 - DEFINITIONS- Not applicable.

ARTICLE 5 - UNION SECURITY

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.
- 5.02 The Employer agrees to deduct from each employee who is in the Bargaining Unit, as a condition of employment, an amount equal to the regular monthly Union dues as certified by the Union during the term of this Agreement from all employees who have completed their probationary period.
- 5.03 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day if possible, but not later than the last day of the month in which they were deducted. The Union agrees to keep the Employer harmless and indemnified from any claims against it by an employee which arises out of any deduction under this Article. The address of each new employee shall be given on the first check-off.

- 5.04 Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parenting Leave.
- 5.05 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Nursing Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees, that, during the lifetime of this Agreement there will be no strike, picketing, slowdown, either complete or partial, and the Employer agrees that there will be no lock-out.
- 6.02 The words "**strike**" and "**lock-out**" as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act of September 1971.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

- 7.01 (a) It is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) employees, one of which shall be the Chief Steward. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.
- (b) The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage; negotiation of the Collective Agreement and renewals therefor, up to and including conciliation; and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.
- 7.02 (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee during the term of this agreement,

the following shall apply:

- (b) **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 (1) 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 a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.
- (c) A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.
- (d) It is understood that where full and part time agreements are separate, there shall be one (1) committee only.

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

ARTICLE 8 - COMPLAINTS AND GRIEVANCES

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

Step 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 his or her steward shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and an SEIU Union Representative may also be present at the request of either the employee or the Employer. The decision of the Administrator or his designated representative shall be given

in writing within five (5) working days following the meeting.

Step No. 3

Should the Administrator fail to render his 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.

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

8.03 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.

8.04 Access to Personnel File

Having provided a written request to the administrator at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

8.05 Discharge Grievance

In the event of the employee who has attained seniority being discharged from employment, and the employee claims that he has been discharged without just cause, the case may be taken up as a grievance.

All such cases shall be taken up within four (4) working days and disposed of within seven (7) working days (or such longer period as may be mutually agreed upon) -of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) working days after the employee is notified of his discharge or within four (4) working days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.

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 of the Board of Arbitration, as the case may be.

8.06 Employers 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 business agent of the local union, 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 local union shall give his decision in writing five (5) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 3 of the grievance procedure.

8.07 Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number (2) of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances which gave rise to the grievance oriented 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.

8.08 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 (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09 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.

8.10 Grievance and Arbitration Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of this collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8.11 Arbitration

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

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

- (b) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) 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.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) 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.
- (f) All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Nursing Home.

ARTICLE 9 - SENIORITY

9.01 Effect of Absence

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

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

(d) Benefits/W.S.I.B., 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.

9.02 A new employee shall be known as a probationary employee until he has worked sixty-five (65) working days. It is agreed that the dismissal or lay off of a probationary employee shall be at the sole discretion on a rational basis of the Employer.

9.03 The seniority of an employee, who has completed the probationary period, shall date sixty-five (65) working days prior to the date on which the employee completed his probationary period.

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

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

9.06 Seniority Lists

(a) The Employer shall supply the Union with a set of seniority lists by departments in January and July of each year, showing employees names alphabetically, sex and their seniority dates.

(b) When compiling a seniority list in July and January of each year, the Employer shall calculate the hours for persons working less than full time for the past six months period.

(c) Copies of all seniority lists are to be provided by the Employer to the Union Office and the Chief

Steward.

9.07 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on W.S.I.B.

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

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

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

9.08 Transfer of Seniority and Service

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

ARTICLE 10 LAY-OFF and RECALL

10.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks notice. This notice is not in addition to required notice for individual employees.

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

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice
- Severance Pay will be in accordance with the provisions of the Employment Standards Act.

10.03 Lay-off Procedure

(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 layoff who chooses to bump, must bump the

employee 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 scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (v) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the full-time and part-time seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- (vi) In the event that there are not 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.
- (vii) 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.

10.04 Recall Rights

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

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day after 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 thirty-six (36) months.

10.05 Benefits on Layoff

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

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

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

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

- 10.07 Seniority for purposes of layoff, recall, job posting or other non-economic reasons shall accrue up to thirty six (36) months when an employee is absent due to W.S.I.B.

10.08 Splitting of Positions

So long as full-time positions exist there shall be no splitting of that position in two or more part-time positions without the agreement of the Union, agreement not to be unreasonably withheld.

ARTICLE 11 - JOB POSTING

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications the Employer will post such new jobs or vacancies (if vacancy is to be filled) for a period of ten (10) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

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

11.03 If no applications are received by 10:00 a.m. of the tenth day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

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

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

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

11.06 The successful applicant shall be placed on trial in the new position for a period of 487.5 working 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) in the 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. 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.

11.07 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.

11.08 During the summer vacation period, employees on staff prior to the commencement of the summer vacation 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).

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

11.10 Permanent Transfers

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

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

(c) 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.

ARTICLE 12 - CONTRACTING OUT

12.01 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.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by the employees in the Bargaining Unit which shall directly cause or result in

the lay-off or reduction in hours of work of an employee in the Bargaining Unit.

- 13.02 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.

ARTICLE 14 - PRINTING OF COLLECTIVE AGREEMENTS

- 14.01 The employer and the union will share equally in any cost of printing of collective agreements.

ARTICLE 15 - LEAVE OF ABSENCE

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

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

15.02 Pregnancy & Parental Leave

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

15.03 Pregnancy Leave

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

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

- (b) The employee must have started employment with

her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

Additional leave of absence may be taken under Article 15.11, Parental Leave.

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

Effective January 1, 1992, an employee on maternity leave who is in receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

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

Vested Interest - Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the Plan.

Other income - Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

the Employment Insurance Act.

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

15.04 **An** employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

15.06 **An** employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.

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

15.09 Credits for service for the purpose of salary increments,

vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

- 15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

15.11 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 15 Parental Leave, the provisions under .02, .05, .06, .07, .08, .09 and .10 shall also apply.

15.12 Leave For Union Business

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

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

- (a) leave of absence will not be requested for more than three (3) employees in any calendar year;
- (b) no employees will be granted more than two (2) leaves of absence in any calendar year;
- (c) no leave of absence will be for more than seven (7) days;
- (d) leave of absence will not be requested for more than one (1) employee from any department at any one time;
- (e) the cumulative leave of absence under this Article will not exceed twenty-one (21) days in any calendar year.
- (f) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees.
- (g) For such leave of absence the Union must give twenty-one (21) days clear notice to the Employer.
- (h) While on unpaid leave of up to thirty (30) days, employees will be maintained on normal pay and benefits (including pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay, ending with the day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be

limited to two (2) days ending no later than the day of the funeral.

- (d) **An** employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) **An** employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.14 Court Attendance

- (a) The Employer shall grant a 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 his normal earnings and the payment he received for jury services or court witness. The employee will present proof of service and the amount of pay received.
- (b) The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

15.15 Education Leave

- (a) If required by the Employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade their employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one 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 16 - HOURS OF WORK

- 16.01 (a) The following is intended to define the normal hours of work for the full time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- (b) The regular work shift for full time employees shall be seven and a half ($7 \frac{1}{2}$) working hours per day exclusive of meal periods. The seven and a half ($7 \frac{1}{2}$) working hours per day will be worked within an eight (8) hour period.
- (c) The exception to 16.01 (a) shall be the R.P.N. in charge working the evenings or night shifts in which case the regular work shift shall be $7 \frac{3}{4}$ working hours per day exclusive of meal periods. The $7 \frac{3}{4}$ working hours per day will be worked within an $8 \frac{1}{4}$ hour period.
- (e) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for $7 \frac{1}{2}$ hours, notwithstanding the fact they have worked either $6 \frac{1}{2}$ hours or $8 \frac{1}{2}$ hours.

16.02 Work Schedule

- (a) 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 or designate one week in advance of posting.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request will be paid overtime at the rate of time and one-half ($1 \frac{1}{2}$) for all hours worked.
- (c) 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 26.02 until they have completed seventy-five (75) hours of work in the scheduled two week period.
- (d) The Employer agrees to arrange shift schedules so that employees will receive a minimum of 24 hours off between the change of shifts. In the event employees of their own accord for their own convenience change shifts with one another, the Employer agrees not to unreasonably 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 exchange of shifts.
- (e) 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 a half (1 1/2) times the employees applicable hourly rate shall be paid for any days worked over seven consecutive days, except in the case of an exchange of shift between employees.

(f) The Employer will endeavour to arrange shift schedules such that all employees will receive one (1) weekend off in three (3). This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

(g) There shall be no split shifts.

16.03 Lunch or Meal Periods

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

(b) An employee is not considered "on call" during such lunch periods and may leave the building provided he punches out and punches in on the time clock and notifies his immediate supervisor in advance that he is leaving the building. (Only one notification required in case of a regular practice.)

16.04 Relief Periods

Employees shall be allowed the fifteen (15) minute rest period for each three and three-quarter (3 3/4) hours worked without reduction in pay or without increasing the regular working hours.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

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

(b) In the event employees of their own accord, for their own personal convenience arrange to change shifts with other appropriately qualified employees, the Employer agrees not to unreasonably 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.

- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift in addition to overtime rates paid. If an employee is required to work an extra three and three quarters (3 3/4) hours overtime at the end of his shift, one free meal will be supplied.
- (d) 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.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (f) **An** employee who is absent on paid time during his scheduled work week because of sickness, workers compensation (WSIB), bereavement, holidays, vacation, or union leave on scheduled days of work, shall be considered as if he had worked during such absence for the calculation of eligibility for overtime rates.

17.03 Minimum Reporting Allowance

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

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

17.04 Article 17.02 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operations of the Nursing Home nor shall it apply to employees returning to work without notice after absence.

17.05 Call Back - Not applicable

17.06 Call In

- (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 ($1\frac{1}{2}$) 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 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) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement.
- (d) Where the call in is requested within one-half ($\frac{1}{2}$) 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.

17.07 Responsibility Allowance

- a) When an employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of $\frac{1}{2}$ shift, the employee shall receive an allowance of \$5.00 for each shift from the time of the assignment. Effective January 1, 2001, Responsibility Allowance will be increased to \$5.50.
- (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 $\frac{1}{2}$ shift, the employee shall receive an allowance of \$5.00 for each shift. Effective January 1, 2001, Responsibility Allowance will be increased to \$5.50.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted

allowance will apply to an RPN who is designated to be in charge of the bulding.

- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

ARTICLE 18 - UNIFORM ALLOWANCE

- (a) The Employer agrees to pay a uniform allowance to full-time employees and to part-time employees, but subject to the prorations in Article 38.
- (b) Uniform allowance will be paid on a monthly basis and at the following rates:

Effective January 1, 1999 - \$9.00 per month.

ARTICLE 19 - HEALTH AND SAFETY

- (a) The Employer will use its best efforts to make all affected care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (b) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

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

- (c) 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.

ARTICLE 20 - PAID HOLIDAYS

- 20.01(a) Employees who have completed their probationary period shall receive the following statutory holidays with pay:

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

- (b) Upon completion of the probationary period the employees shall be paid for any and all paid holidays for which they have not been paid which fall within the probationary period at the rate of pay that was in effect when the holiday occurred.

- 20.02 The anniversary date of an employee's employment will be recognized as a paid float holiday to be taken by mutual agreement.

- 20.03 Effective January 5, 1999 an additional float holiday will be added, to be taken by mutual agreement.

- 20.04 Where on the above named statutory holidays falls on a Saturday, or Sunday an alternative day may be designated by the Employer as the statutory holiday.

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

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

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

- 20.08 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay be paid at the rate of one and one-half (1 1/2) times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.

- 20.09 Any employee scheduled to work on a holiday and who does

not report for work shall forfeit his holiday pay unless the absence is due to illness. The employer may require a Medical Doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.05.

- 20.10 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday unless otherwise arranged between the employee and the Supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.
- 20.11 If an employee has met the qualifiers for statutory holidays, they are deemed to have qualified for lieu day pay.
- 20.12 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive holiday pay on the following basis: total number of hours regularly scheduled in the preceding two (2) weeks divided by ten (10).

ARTICLE 21 -VACATIONS

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year.
- 21.02 The period at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.
- 21.03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer. Vacations are not cumulative from year to year and all vacations must be taken by December 31st following the cut-off date. Employees shall not waive vacation and draw double pay.
- 21.04 Employees who have not completed their probationary period as of the cut off date will receive 4% of their gross earnings during the vacation year.
- 21.05 Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four (4%) of gross earnings during the vacation year.
- 21.06 Employees with one (1) year of service on or before the

cut off date of the current year shall receive two (2) weeks (10 days) vacation. Vacation pay for such employees will be at two (2) times their normal weekly salary.

21.07 Employees with three (3) years of service on or before the cut off date of the current year shall receive three (3) weeks (15 days) vacation.

21.08 Employees with eight (8) years of service on or before the cut off date of the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be at four (4) times their normal weekly salary.

21.09 Employees with fifteen (15) years of service on or before the cut off date shall receive five (5) weeks (25 days) vacation.

21.10 Employees with twenty-five (25) years of service on or before the cut off date shall receive six (6) weeks (30 days) vacation.

21.11 Employees who have lost their seniority and have terminated their employment as set out in Article 9 herein between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the annual vacation to which such employees shall be entitled from the cut off date of the year of termination of employment, which shall be paid no later than the next regular payroll date.

21.12 A separate cheque for vacation pay will be paid as early as possible in July of each year to all employees in the bargaining unit.

21.13 Vacation with pay for full-time shall be based on length of service calculated on a calendar year from starting date.

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

21.15 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.

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

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

- 22.01 The Employer agrees to pay 100% of the standard ward billed rate of O.H.I.P. premiums for employees enrolled.
- 22.02 The Employer agrees to pay 75% of the billed single family rate for a Major Medical. No Co-Insurance Plan currently in effect. The plan is to provide for a 24 month - \$90 Vision Care component. Effective July 1, 2001, the vision care coverage will increase to \$120 per 24-month period. If an employee is otherwise covered, the Employer shall not be obligated to contribute.
- 22.03 The Employer will pay 100% of the cost of \$17,000.00 of life insurance.
- 22.04 Hearing Aide Plan \$300.00 maximum benefit (Life Time).
- 22.05 Dental Plan
Effective July 1, 1999 the Employer agrees to continue a dental plan (equivalent to Blue Cross #9), based on the O.D.A. fee schedule for 1996. Effective April 1, 2001 the O.D.A. fee guide to be 1999. Effective April 1, 2002, the O.D.A. fee guide to be 2000. Effective April 1, 2003 the O.D.A. fee guide to be 2001. 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 plan will be \$2,000.00 per individual and per family member.
- 22.06 If an employee, who is eligible for some or all of the Health and Insurance Benefits is absent due to illness or injury, the Employer will continue to make the appropriate premium contributions to a maximum of three (3) months.
- 22.07 The Nursing Home may at any time substitute another carrier for any plan (other than OHIP) provided that the benefits provided thereby are substantially the same.
- 22.08 The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.
- 22.09 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.

22.10 (a) The drug plan shall provide each enrolled employee a drug card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

(b) Positive enrollment provision to be included.

22.11 Effective February 5, 1999 same sex spouse will be eligible to be a dependent for insured benefits.

22.12 Health and Welfare Benefits Grievance

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

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

(b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.

(c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.

(d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; received 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, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.

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

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

22.13 Part-Time Employee Benefits

- (a) Employees working more than forty-five (45) hours bi-weekly and up to and including fifty-two (52) hours bi-weekly will receive fifty (50) per cent of the Employer paid share of the health and welfare premiums.
- (b) Employees working more than fifty-two (52) hours bi-weekly and up to and including sixty-six (66) hours bi-weekly will receive seventy-five (75) per cent of the Employers paid share of the health and welfare premiums.
- (c) Employees working more than sixty-six (66) hours bi-weekly will receive one hundred (100) per cent of the Employers paid share of the health and welfare premiums.

22.14 The Nursing Homes and Related Industries Pension Plan

In this Article, the terms used shall have the meaning as described:

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

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

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

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

(iii) vacation pay.

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

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

- .02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions

irrespective of whether the Employee pays the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

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

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.
The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

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

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

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information.

This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

(I) To Be Provided Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for the purposes of calculations
past service credit)

(ii) To Be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

ARTICLE 23 - INJURY AND DISABILITY - Not applicable

ARTICLE 24 - SICK LEAVE

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

- (a) Absence for injury compensable under the provisions of the W.S.I.B. Act shall not be charged against sick leave credits.
- (b) Implementation of a weekly indemnity plan to be effective on the first day of hospitalization or accident or the eighth (8th) day of illness. Coverage to continue to seventeen (17) weeks at 66 2/3% of salary.

- (c) Current employees to retain current sick leave credits until reduced by usage to new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (e) The weekly indemnity cheques shall be mailed directly to the employee's home.
- (f) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of fourteen (14) days. Accumulated sick credits to be used for the first seven (7) days of an illness.
- (g) Weekly indemnity plan for new employees to be effective on completion of the probationary period.
- (h) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- (i) **An** employee may be required to produce proof of sickness in the form of a medical certificate for any absence of three (3) days or more duration and where there is doubt that absenteeism is not due to sickness, the Employer may require proof of sickness by medical certificate for any absence.

24.02 In the event that the employer challenges a W.S.I.B. Board 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. for a period longer than one complete pay period, may apply to the employer for payment equivalent to the less 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. Board. If the claim for the W.S.I.B. 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.

24.03 Annual Medical and Sick Leave Certificates

(a) Annual Leave

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

(b) Sick Leave Certificate

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

ARTICLE 25 - COMPENSATION

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

25.02 Retroactivity

Retroactive payment is to be made within thirty (30) days from the expiry of the current agreements and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post addressed to their last known address.

Entitlement is lost if not claimed within thirty (30) days.

Retro Pay breakdown: separate breakdown of deductions on retro pay and attached to regular pay stub.

25.03 Temporary Transfers - Not applicable

25.04 New Classification

- (a) The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course.
- (b) When a new classification (which is covered by the terms of this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- (c) When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (d) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classification in the bargaining unit having regard to the requirements of such classifications.
- (e) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

25.05 Wage Progression

- (a) Employees within their position classification will progress from the "Probationary Rate" to the "Start Rate"

after 480 hours and from the "Start Rate" to the "One Year Rate" after 1950 hours 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 W.S.I.B. Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

- (b) There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

ARTICLE 26 - BULLETIN BOARDS

- 26.01 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. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Administrator of the Nursing Home.

ARTICLE 27 - PAY DAYS

- 27.01 The Employer agrees that wages will be paid bi-weekly on Wednesday, during working hours. The normal pay period shall be Monday to Sunday inclusive.

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

- 27.02 Employees will be paid on a Wednesday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Wednesday a.m. shift except where a paid holiday occurs on the Monday, then pay will be available Wednesday 1:00 p.m. of that week.
- (b) The day shift will be paid during the day shift worked on Wednesday.
- (c) The afternoon shift will be paid during their regular shift on the Wednesday.
- (d) Where an employee is on a regular day off, she shall be paid during the regular office hours on the Wednesday except where a paid holiday occurs on the Monday of the week, then pay

will be available Wednesday at 1:00 p.m.

- 27.03 Upon termination or lay-off the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off.
- 27.04 If an employee's pay is short by one day or more Management shall make up the difference within 24 hours.
- 27.05 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 and RPN's.

ARTICLE 28 - INTERPRETATION - Not applicable

ARTICLE 29 - PERSONAL FILES

29.01 Letter of Reprimand

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

29.02 Suspension

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

ARTICLE 30 - RENEWAL, AMENDMENT AND TERMINATION

- 30.01 This Agreement shall be effective from January 1, 2001 and shall continue in effect until December 31, 2003 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 30.02 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.

30.03 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, 1960, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1965, as amended whichever should first occur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS COLLECTIVE AGREEMENT ON THIS 8th DAY OF April, 2002.

On Behalf of the Union;

On behalf of the Employer

Danny Smith
[Signature]

R Veerstra

MP/DS

SCHEDULE "A"

Wage Rates Effective January 1, 2001

	Probationary	Start	1 Year	2 Years
Aide	13.75	14.00	14.44	14.87
Cook	14.62	14.87	15.31	15.75
Nurse Aide/Act.Aide	13.93	14.18	14.61	15.04
<i>*hired prior to Jan. 5/99</i>				
H.C.A./PSW <i>*hired on or after Jan. 5/99</i>	14.08	14.33	14.75	15.19
R.P.N.	16.31	16.56	17.05	17.45
Restorative Care	14.57	14.82	15.23	15.68
Handy Person	14.29	14.54	14.97	15.41
Handy Person Assist.	13.99	14.24	14.68	15.11

	Probationary	Start	1 Year	2 Years
Aide	14.10	14.35	14.80	15.24
Cook	14.99	15.24	15.70	16.15
Nurse Aide/Act.Aide	14.28	14.53	14.97	15.41
H.C.A./PSW <i>*hired prior to Jan. 5/99</i>	14.50	14.75	15.19	15.63
H.C.A./PSW <i>*hired on or after Jan. 5/99</i>	14.43	14.66	15.12	15.56
R.P.N.	16.73	16.98	17.47	17.88
Restorative Care	14.94	15.19	15.61	16.07
Handy Person	14.66	14.91	15.34	15.79
Handy Person Assist.	14.34	14.59	15.04	15.49

SCHEDULE "A" (cont'd)

Wage Rates Effective January 1, 2003

	Probation	Start	1 Year	2 Years
Aide	14.53	14.78	15.25	15.70
Cook	15.45	15.70	16.17	16.63
Nurse Aide/Act. Aide	14.72	14.97	15.42	15.88
H.C.A./PSW *hired prior to Jan. 5/99	14.94	15.19	15.64	16.10
H.C.A./PSW *hired on or after Jan. 5/99	14.87	15.12	15.57	16.03
R.P.N.	17.24	17.49	18.00	18.42
Restorative Care	15.40	15.65	16.08	16.56
Handy Person	15.11	15.36	15.80	16.26
Handy Person Assist.	14.78	15.03	15.50	15.95

	Probation	Start	1 Year	2 Years
Aide	14.63	14.88	15.35	15.80
Cook	15.55	15.80	16.27	16.73
Nurse Aide/Act. Aide	14.82	15.07	15.52	15.98
H.C.A./PSW *hired prior to Jan. 5/99	15.04	15.29	15.74	16.20
H.C.A./PSW *hired on or after Jan. 5/99	14.97	15.22	15.67	16.13
R.P.N.	17.34	17.59	18.10	18.52
Restorative Care	15.50	15.75	16.18	16.66
Handy Person	15.21	15.46	15.90	16.36
Handy Person Assist.	14.88	15.13	15.60	16.05

Probation Rate: 25 cents per hour less than start rate.

Health Care Aide Premium included in the Schedule "A" wage rates:

- *Hired prior to January 5, 1999 22 cents per hour*
- *Hired on or after January 5, 1999 15 cents per hour*

It is understood and agreed by both parties that these wage increases include and conclude all pay equity obligations of the employer under its Pay Equity Plans with the Union up to the end of this Collective Agreement.

ADDENDUM to Agreement covering Part-time Bargaining Unit.

BETWEEN:

Chateau Gardens Niagara Nursing Home

- and -

Service Employees International Union, Local 204
Affiliated with the A.F. of L.-C.I.O., C.L.C.

WHEREAS the Ontario Labour Relations Board did on the 22nd day of February 1979, certify the Union as the bargaining agent for certain employees of the Employer;

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

NOW THEREFORE THIS ADDENDUM WITNESSETH:

The terms and conditions of the Full-time Bargaining Unit Collective Agreement attached to this Addendum will apply to the Part-time Unit, save and except as modified by this Addendum in the following manner:

1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Chateau Gardens (Niagara) Inc. in its nursing home in Niagara-on-the-Lake regularly employed for not more than 24 hours per week and students employed during the school vacation period save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman and office staff.

2. UNION SECURITY

The Employer agrees to deduct from each employee who is in the Bargaining Unit, as a condition of employment, an amount equal to union dues as certified by the Union during the term of this Agreement from all employees who have completed this probationary period.

3. HOURS OF WORK

(a) The hours of work and overtime shall be set out in Article 16 and 17.01 of the full-time Agreement of which this Addendum is a part.

(b) **Any** employee shall not be scheduled or called in to work

or be paid for less than four (4) consecutive hours of work.

4. VACATION WITH PAY

Same as full time Collective Agreement based on length of service. Pay out shall be on a percentage basis.

5. PAID HOLIDAYS

An employee shall qualify for Holiday Pay if:

- (a) She has completed her probationary period.
- (b) She has worked her full scheduled shift immediately preceding and immediately following the holiday unless the employee is absent from the preceding and/or following shift due to illness verified by a medical doctor's certificate in which case the employee will be eligible for one (1) day's holiday paid during any one (1) period of illness.
- (c) Paid Holidays shall be as outlined in Article 20.01, 20.02, in addition to an employee's birthday.
- (d) **An** employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay, be paid at the rate of one and one-half times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- (d) To qualify for paid holiday pay, an employee must have earned wages on twelve (12) scheduled workdays during the previous twenty-eight (28) days.

6. STEWARDS & NEGOTIATING COMMITTEE

One member of the Part-Time Bargaining Unit shall be recognized as a Steward and one member of the Part-Time Bargaining Unit shall be a member of the Negotiating Committee.

7. PART-TIME STATUS

It is agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period while filling a position for an employee who has seniority status, shall retain her part-time status under this Agreement according to the following conditions:

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

8. BENEFITS

In lieu of the following benefits to employees under the terms of the full-time collective agreement: O.H.I.P., life insurance, major medical sick leave, uniform allowance and shift premium, all employees covered by this Collective Agreement shall receive fifty (50) cents for each hour worked in addition to any vacation pay. These monies are to be paid on each pay.

9. RATES OF PAY

Wage rates shall be in accordance with Schedule "A" of the full-time Collective Agreement attached hereto and forming part of this Collective Agreement.

10. WAGE PROGRESSION

Employees within their position classification will progress from the "Probationary Rate" to the "Start Rate" after 480 hours and from the "Start Rate" to the "One Year Rate" after 1800 hours 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 W.S.I.B. Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

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

11. CASUAL EMPLOYEES

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

12. TEMPORARY FULL-TIME EMPLOYEES

Temporary full-time employees are those hired for short periods of time due to extraordinary circumstances such as maternity leaves, vacation, sickness, and leaves of absence.

First choice will be given to qualified part-time employees

and qualified full-time working less than 37 1/2 hours per week on a rotation basis who have submitted their application for temporary full-time work to the Department Supervisor.

Definition of Temporary Full-time Position:

One month or longer but less than six months.

Part-time employees shall maintain their part-time status while working temporary full-time.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS COLLECTIVE AGREEMENT ON THIS 8th DAY OF April, 2002

On behalf of the Union:

On behalf of the Employer:

Danny Smith
[Signature]

R Veenther

LETTER OF INTENT

Re: Public Office - Leave of Absence

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of his/her elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with his duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

On behalf of the Union:

On behalf of the Employer:

Lanny Smith

R Veertha

PENSION LETTER OF UNDERSTANDING

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

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

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

DATED THIS 8th DAY OF April .
FOR THE EMPLOYER

R. Veerth

FOR THE UNION

Jimmy Smith
[Signature]

LETTER OF UNDERSTANDING

Re: Vacation Time Between December 15 and January 15

A maximum of two (2) bargaining unit members shall be permitted to take up to two (2) weeks each of vacation time between December 15 and January 15.

Employees will be eligible on a rotation based on bargaining unit seniority.

Additional requests due to extenuating circumstances will be considered on a case by case basis.

DATED AT ~~Niagara Falls~~ ^{Niagara Falls}, ONTARIO, THIS 8th DAY OF April, 2002.

FOR THE UNION *Lombardi*

FOR THE EMPLOYER

Lanny Smith

R. Veerth

LETTER OF UNDERSTANDING

This agreement will have the effect of amending the collective agreement and will form part of the collective agreement.

Prior to August 1, 1989, part-time employees shall receive credit for service based on length of service from starting date.

Commencing August 1, 1989, part-time employees shall receive credit for service on the basis on one (1) year equals 1800 hours worked.

DATED THIS

DAY OF

,

FOR THE UNION

Sammy Smith

[Signature]

FOR THE EMPLOYER

R Veertha

LETTER OF UNDERSTANDING

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

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

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

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

DATED THIS 8th DAY OF April, 2002.

FOR THE UNION

Sammy Smith
[Signature]

FOR THE EMPLOYER

R Veerster

PAY EQUITY AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204**

and

**THE PARTICIPATING NURSING HOMES
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the employers minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in the Memorandum of Settlement dated December 18, 2000 resolve all current outstanding issue of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated on December 18, 2000. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:

Agreement renewal date in 2004 – 10 cents per hour
Agreement renewal date in 2005 - 10 cents per hour
Agreement renewal date in 2006 – 10 cents per hour

This provision shall not prejudice the right of the Union to negotiate and proceed to Mediation and Arbitration for the period(s) following the expiry of the agreements negotiated on December 18, 2000.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the

Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act.

DATED this 26th day of November, 2001

ON BEHALF OF THE EMPLOYER

R. Veerth

ON BEHALF OF THE UNION

Larry Smith
