

116 members

Unit No. 13 & 13A

SOURCE	Union		
EFF. DATE	88	01	01
TERM.	90	12	31
No. OF EMPLOYEES	116		
NOMBRE D'EMPLOYÉS	116		

COLLECTIVE AGREEMENT

BETWEEN

EXTENDICARE/OAKRIDGE VILLA

-- AND --

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

SERVICE UNIT FULL-TIME AND PART-TIME

EFFECTIVE: JANUARY 1, 1988

EXPIRY: DECEMBER 31, 1990

607 903 = 620 88

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### ARTICLE 3 - PERMANENT PART-TIME EMPLOYEES

3.01 Permanent part-time employees are hereby defined to be those persons regularly employed on the average more than twenty-two and one-half (22 1/2) hours per week but less than thirty-seven and one-half (37 1/2) hours per week who have completed the probationary period described in Article 12.01. Article 43 describes how this Agreement shall affect those persons,

3.02 Permanent part-time employees shall be known as probationary employees until they have worked three hundred and seventy-five (375) working hours.

3.03 The seniority of a permanent part-time employee who has completed the probationary period requirement shall date three hundred and seventy-five (375) working hours (approximately fifty (50) days at seven and one-half (7 1/2) hours per day) prior to the date on which the employee completed his probationary period.

### ARTICLE 4 - UNION SECURITY

4.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

4.02 The Employer, during the life of this Agreement, as a condition of employment, shall deduct monthly from each employee in the bargaining unit, subject to the provisions of paragraph 4.03 hereof, a sum equal to Union dues as certified by the Service Employees International Union, Local 204, from the first pay of each month and remit such sum to the Union on or before the last day of the same month in which the deductions are made, where practicable, along with a list of employees who have terminated in the preceding month and a list of the employees who have completed their probationary period in the preceding month. The Employer will supply the Union with the name, current address, social insurance number, classification and other relevant information of the employees with the first dues deduction.

4.03 Such deductions with respect to new employees who, on the date of signing of this Agreement have not completed the probationary period, shall become effective upon the first regular deduction date following the first fifty (50) working days after the employee's last date of commencing employment.

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

4.05 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 third calendar month 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 the interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed ten (10) minutes. The Employer may, if it so desires, have a representative present at any such interview.

4.06 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

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

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

6.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of Management, including, but not so as to restrict the generality of the foregoing:

- (a) To maintain order, discipline, efficiency, and establish and enforce reasonable rules and regulations governing the conduct of employees. Such rules will be posted on the employees' Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rule is introduced.
- (b) To hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject

of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer.

- (c) To generally manage and operate the Nursing Home in all respects in accordance with its obligations, determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required, the standards of performance for all employees, and all other matters concerning the Nursing Home's operations.

6.02 It is agreed that the function set forth in Article 6.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

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

7.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of two (2) representatives, one (1) 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.

The Nursing Home members of the committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor, including conciliation.

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

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.

#### 7.04 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (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.

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

It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

## ARTICLE 8 - COMPLAINTS AND GRIEVANCES

8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

8.02 No grievance shall be considered: Where circumstances giving rise to it occurred or originated more than eight (8) working days before the filing of the grievance except in the case of monetary items.

It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to adjust the complaint.

8.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

### Step #1

The aggrieved employee shall present his grievance in writing, stating the nature of the grievance, to his immediate Supervisor. He shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within four (4) working days (or any longer period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within four (4) working days thereafter.

### Step #2

The aggrieved employee may submit his grievance to the Department Head who shall consider it in the presence of the person or persons presenting same and the Supervisor, and render his decision in writing. The aggrieved employee shall have the assistance of his Steward, if he so desires. Should no settle-



ment satisfactory to the employee be reached within four (4) working days, the next step in the grievance procedure may be taken at any time within four (4) working days thereafter.

### Step #3

The aggrieved employee may submit his grievance in writing to the Administrator. The Union Administrative Committee as constituted under Article 7.02 hereof may be present at this stage at the request of either party. The said Committee may have the assistance of a General Representative of the Union if they **so** desire. The Administrator shall have five (5) working days to study the matter and make his reply.

### Step #4

If the reply of the Administrator is not satisfactory to the employee, the matter shall then be referred within five (5) working days to the Manager of Labour Relations, Extendicare. The Manager, Labour Relations, or his designate shall give his reply as soon **as** possible, but in no case shall more than ten (10) working days elapse before a reply is received, unless by mutual consent of the parties. Failing a satisfactory settlement being reached in Step #4, either party may, on giving ten (10) working days notice in writing to the other party of its intention, refer the dispute to Arbitration and the following rules governing Arbitration shall apply.

**Where the employee's immediate Supervisor and Department Head are one and the same person, Step #2 will be omitted and the grievance may proceed from Step #1 to Step #3.**

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

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

8.06 Saturdays, Sundays, and paid Holidays designated within this Agreement will not be counted in determining the time within which any action is to be taken or completed under each of the steps of the Grievance Procedure.

## **ARTICLE 9 - DISCHARGE GRIEVANCE**

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

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

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

9.04 Letters of reprimand are to be removed from an employees record after two (2) years from the date of reprimand.

#### **ARTICLE 10 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES**

10.01 It is understood that the Employer may bring forward at any meeting held with the Union Administrative Committee any complaint with respect to the conduct of the Union, its officers, or stewards, and that, if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration in the same way as the grievance of an employee.

#### **10.02 Union Policy Grievance**

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step #2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

#### **ARTICLE 11 - ARBITRATION**

11.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing, addressed to the other party of the Agreement, and shall contain the name of

the nominee to the Arbitration Board of the party requesting Arbitration. The recipient of the notice shall within five (5) days thereafter notify the other party in writing of the **name** of its nominee to the Arbitration Board.

The two (2) nominees shall endeavour within ten (10) days to agree upon a third member **as** Chairman of the Arbitration Board and it is understood that if the two (2) nominees fail to agree upon a Chairman, the Chairman shall be appointed by the Ministry of Labour for the Province of Ontario.

11.02 No person shall be appointed **as** an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11.03 No matter may be submitted to Arbitration which has not been properly carried through **all** previous steps of the Grievance Procedure.

**11.04** Each of the parties to this Agreement shall bear the fees and expenses of their own nominees and witnesses, and the fees and expenses of the Chairman shall be shared equally between the parties.

11.05 The Board of Arbitration shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor, shall they alter, modify or amend any part of this Agreement\*

11.06 The decision of the majority of the Arbitration Board shall be final and binding on both parties as well as upon all employees affected, but in the event there is no majority decision, the decision of the Chairman shall then be the decision of the Board.

11.07 At any stage of the Grievance Procedure including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any **other** necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator 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.

Sole Arbitrator: In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to Arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to **a** Sole Arbitrator. If the parties can agree to a Sole Arbitrator within

\*twenty (20) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and, failing such agreement, the regular Arbitration procedure shall apply.

## ARTICLE 12 - SENIORITY

12.01 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 unpaid absence not exceeding thirty (30) continuous days or **any** approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. An employee on maternity leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.
- (c) Benefits/Workers' Compensation Board, Paid Leave  
The employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation. It is understood that the obligation of the employer to pay the aforesaid benefits while on Workers' Compensation shall continue only **so** long as the employment relationship between the employee and the employer continues.
- (d) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue during the maternity leave or for a period of one (1) year if an employee's absence is due to a disability resulting in W,C,B, benefits.

- (e) New employees shall serve as probationary employees until they have completed a total of fifty (50) days worked or three hundred and seventy-five 375 hours worked whichever is the longer period, If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority **list** and their seniority shall date back to the date of hiring. It is agreed that dismissal or lay-off of a probationary employee shall not be made subject of a grievance.

**12.02** The Employer agrees to consider the seniority of employees in making promotions, demotions, transfers, staff reductions and in rehiring. In cases of promotions, demotions, or permanent transfers of employees, the ability of the employee shall be considered. Where these factors are relatively equal, seniority shall be the determining-factor,

**12.03** Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the Grievance Procedure including the Arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of Article **12.01** and **12.02** will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer.

**12.04** Layoff and Recall

Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

**12.05** Employees shall be recalled in reverse order of **lay-off** provided that such employees are fully qualified and willing to do the work which is then available.

**12.06** Except in cases of emergency, the Employer shall give each full-time employee in the bargaining unit who has acquired seniority and who is to be permanently laid-off for a period of more than twelve (12) consecutive weeks written notice of lay-off in accordance with the following schedule:

- (a) one (1) week's notice in writing to the employee if his or her period of employment is less than one (1) year;
- (b) two (2) weeks notice in writing to the employee if his or her period of employment is one (1) year or more but less than three (3) years;

- (c) three (3) weeks notice in writing to the employee if his or her period of employment is three (3) years or more but less than four (4) years;
- (d) four (4) weeks notice in writing to the employee if his or her period of employment is four (4) years or more but less than five (5) years;
- (e) five (5) weeks notice in writing to the employee if his or her period of employment is five (5) years or more but less than six (6) years;
- (f) six (6) weeks notice in writing to the employee if his or her period of employment is six (6) years or more but less than seven (7) years;
- (g) seven (7) weeks notice in writing to the employee if his or her period of employment is seven (7) years or more but less than eight (8) years;
- (h) eight (8) weeks notice in writing to the employee if his or her period of employment is eight (8) years or more.

#### ARTICLE 13 - SENIORITY LISTS

13.01 The Employer shall supply the Union with a set of seniority lists by departments in January and July of each year, showing employees' names, sex, and their seniority starting dates. The number of hours accumulated and up-to-date information of any interim seniority changes will be available to the Chief Steward at the Administrator's Office during regular day-time hours.

13.02 When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six (6) month period. The average hours paid for permanent part-time employees during that six (6) month period shall be the hours used for calculating purposes under Article 43 - Permanent Part-time Employee Proration Formula Benefits.

#### ARTICLE 14 - LOSS OF SENIORITY

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

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

- (b) is absent from work for more than twenty-four (24) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than twelve (12) months by reason of lay-off; or
- (e) is absent from work for more than twenty-four (24) months by reason of absence! while on W,C,B,

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

14.03 It shall be the responsibility of the employee to keep the Employer informed of his current address at all times.

#### ARTICLE 15 - TRANSFERS

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

15.02 When an employee is assigned temporarily to perform the duties and assume the responsibility of a higher paying position in the bargaining unit for a period in excess of one-half (1/2) of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

15.03 Assignment of an employee to a lower rated classification **shall** be **avoided**, but **may occur** in a reduction of staff, inability to perform his previous job due to sickness or accident, or at the wish of the employee under a permanent transfer. In which case:

- (a) If an employee is then receiving a rate that is higher than the **twelve (12)** month rate of the job to which he is transferred, he shall be paid such twelve (12) month rate; or
- (b) If an employee is then receiving a rate that is lower than the twelve (12) month rate of the job to which he is transferred, he shall continue to receive the **same** rate of pay as that for his previous job and shall spend only such length of time on this rate as is required of him to complete a total of twelve (12) months on such **job** including any past experience on

such job. He shall then be advanced through the rates for the **job** group as provided in Schedule "A".

**15.04** When changes take place through demotion or staff reduction involving less than three (3) employees the, Chief Steward will be promptly notified. Notice of any staff reduction involving more than three (3) employees will be given beforehand to the Chief Steward.

**15.05** An employee leaving the employ of the Employer at one of its Nursing Homes (as a result of a change in residence) who applies for a similar position within thirty (30) days thereafter and is accepted for employment at one (1) of the Employer's other Nursing Homes shall retain his seniority for the purposes of probation, vacation entitlement, sick-leave entitlement for legitimate illness, and wage level, based on seniority in accordance with overall company seniority. The employee shall advise the Employer when making such application that he has previously been employed by the Employer and the location of the Nursing Home where previously employed.

**15.06** Subject to the provisions with respect to permanent transfers, a part-time employee changing his/her status to that of a full-time employee covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate or loss of any benefits in which the employee may be enrolled and then will progress in seniority and wage rate increase in the same manner as other full-time employees covered by the full-time Agreement.

**15.07** Subject to the provisions with respect to permanent transfers, a full-time employee covered by this Agreement changing his/her status to that of a part-time employee shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate or lose any benefits in which the employee may be enrolled and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement.

**15.08** 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 16 - JOB POSTING**

**16.01** The Employer undertakes the responsibility of posting all job vacancies as they occur on designated notice boards. Such a posting shall remain on the Central Notice Board for five (5)



days before the job is filled and shall stipulate the qualifications, classification, rate and department concerned.

**16.02** The Employer is free to temporarily fill a vacancy as he sees fit during the posting period and up to the time an appointment is made, and no grievance may be filed concerning such temporary arrangements until a selection has been made. **An** appointment shall be made within seven (7) days of the end of the posting period unless the Employer has given the Union written notice that it intends to postpone or not to fill the vacancy.

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

**16.04** Where vacancies are posted for positions within the full-time bargaining unit and no applicants from the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

**16.05** Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more full-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

**16.06** 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 time unit shall be transferred to part-time status and converted to seniority in terms of **hours**.

#### **16.07** Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Employees working less than thirty-seven and one-half (37 1/2) hours a week shall be given the first opportunity to fill temporary vacancies, subject to article **16.04**, **16.05**, and **16.06**. The Employer will outline to the employee selected to fill the vacancy the anticipated

conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the employer may deem appropriate.

**16.08** The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337 1/2) 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) above the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

## **ARTICLE 17 - BULLETIN BOARDS**

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

## **ARTICLE 18 - LEAVE OF ABSENCE**

**18.01** The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) month's notice in writing, unless impossible and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specify the date of return.

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

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

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

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

18.06 An employee with more than two (2) years of service who is granted a leave of absence will continue to accumulate vacation and sick-leave credits to a maximum of three (3) months.

18.07 If the leave of absence exceeds three (3) months, such employee shall accumulate no further vacation or sick-leave credits but, shall continue to accumulate seniority to a maximum of six (6) months.

18.08 Unpaid leaves of absences in excess of thirty (30) consecutive days shall not count as service to advance an employee to a one (1) or two (2) year wage rate in a job classification. However, a leave of absence because of work related disability or illness shall count as service for wage progression purposes.

#### **ARTICLE 19 - PAID EDUCATIONAL LEAVE**

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

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

#### **ARTICLE 20 - MATERNITY AND ADOPTION LEAVE**

20.01 Leave of absence for pregnancy without pay will be granted subject to the following conditions:

- (a) **An** employee who is pregnant shall be entitled upon her application therefore to a leave of absence of at least seventeen (17) weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven (11) weeks immediately preceding the estimated day of her delivery. The employee shall give her Employer two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a Certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion;
- (b) The leave of absence provided for under this article shall be extended, upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave, for a period up to six (6) months following the date the leave commenced.
- (c) The employee must have at least ten (10) months continuous service with the Employer prior to the beginning of the leave of absence;
- (d) The employee shall give at least 2 weeks notice of her intention to return to work. Where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six (6) weeks following the actual date of her delivery. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this paragraph upon giving the Employer one (1) week's notice of her intention to do so and furnishing the Employer with a Certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be granted under Article 18;
- (e) The Employer may require the employee to commence a leave of absence pursuant to subparagraph (a) at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy;
- (f) An employee who does not apply for leave of absence under subparagraph (a) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with subparagraph (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 con-

dition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery;

- (g) **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 position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay and without loss of seniority or benefits accrued in accordance with Article 12. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.
- (h) Where the Employer has suspended or discontinued operations during the leave 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 began with no **loss** of seniority or benefits accrued in accordance with Article 12 and, in the absence of such a system or practice, shall reinstate the employee in accordance with the provisions of subparagraph (g);
- (i) **Such** absence is not an illness under the interpretation of this Agreement and credits on the accumulated sick-leave plan cannot be used;
- (j) **An** employee who is granted pregnancy leave shall retain and accumulate seniority while she is on leave.

#### 20.02 Adoption Leave

- (a) **An** employee who has completed ten **(10)** months of continuous service shall, upon her written request, be granted adoption leave. Such leave shall be without pay, benefits and accrual of benefit credits. Such leave will not exceed **six** (6) months following the date of adoption. The written request for such leave shall be submitted and indicate the intended date of return to the Employer when the employee receives approval of the adoption application. A copy of such approval is also required with the application for adoption leave.
- (b) For the purposes of Adoption Leave **(20.02)**, the provisions under **20.01 (g), (h), (i), & (j)** shall also **apply**.

### 20.03 Paternity Leave

Two (2) days unpaid paternity leave shall be granted to male employees, to be taken within ten (10) days of the birth of the child.

## ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

**21.01** The Employer shall grant leave of absence to employees to attend Union Conventions, Seminars, Education classes or other Union business. The Union agrees that such leave will not unduly affect the proper operation of the Nursing Home. In requesting such leave of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.

**21.02** Employees who are on leave of absence will not engage in gainful employment with any other employer while on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

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

Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of Workers' Compensation coverage, such employees are deemed to be employed by the Union.

## ARTICLE 22 - LEAVE OF ABSENCE RULES

**22.01** Where any leave of absence without pay exceeds four (4) or more consecutive weeks (except as outlined in Article 18):

- (a) Credits for seniority, salary increases, vacation and cumulative sick leave will be suspended during the leave.
- (b) The Employer will make no payments towards O.H.I.P. or Group Life or any other Plan in effect during the

leave. The employee may however, continue his coverage in the above mentioned plans by contributing the cost of the premiums to the **Employer** and the Employer will make the payments to the respective carriers.

#### **ARTICLE 23 - BEREAVEMENT LEAVE**

23.01 When a death occurs in the immediate family of an employee. The employee shall be granted leave up to a maximum of three (3) days without **loss** of pay ending with the day of the funeral.

23.02 It is agreed that immediate family shall mean mother, father, stepparents, mother-in-law, father-in-law, husband, wife, son, daughter, step children, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, **legal** guardian, grandparent or grandchildren.

23.03 It is agreed that this leave is to apply only where the employee **is** in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work **as** per the employee's scheduled working days. If **the** funeral **is** **not** attended the paid leave shall be limited to two (2) scheduled days.

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

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

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

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

#### **ARTICLE 24 - JURY AND WITNESS DUTY**

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

- (a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court:
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

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

**25.01** An employee's hours of work shall be scheduled so that he works an average of seventy-five (75) hours in a bi-weekly period and seven and one-half (7 1/2) hours in a day exclusive of one thirty (30) minute unpaid meal break.

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

**25.02** The work week within each department shall be arranged as far as possible so as to permit all department employees to have an equal amount of weekends off and the days off each week shall be as consecutive as possible, governed by the efficient operation of the Employer.

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

**26.01** Authorized work performed in excess of regularly scheduled work hours on a daily or bi-weekly basis as above will be counted as overtime work and will be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a bi-weekly period as a result of an exchange of shift for reasons of personal convenience.

**26.02** If an employee is required to work an extra continuous three (3) hours as overtime, one (1) free meal will be supplied during each such shift in addition to overtime rates paid.

**26.03** 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 arrangements.

**26.04** An employee who is absent on paid time during his scheduled work week because of sickness, Workers' Compensation, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if he had worked during his



regular scheduled hours during such absence for the calculation of-eligibility for overtime rates.

#### **ARTICLE 27 - SCHEDULING OF HOURS**

27.01 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

27.02 Except where mutually agreed otherwise between the Employer and the employee, shift schedules shall be arranged so that an employee:

- (a) is not scheduled to work more than six (6) consecutive days;
- (b) may exchange shifts with another employee provided that no extra cost to the Employer results; and the employee signs a form agreeing to the change of shift and waives overtime payment, if any, for that shift.
- (c) Shift Rotation - Overtime

The Employer agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and change over of shifts, and forty (40) hours if there is one day off between change over and sixty-four (64) hours if there are two (2) days off between change over of shifts.

27.03 Shift schedules covering a four (4) week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to the department head one (1) week in advance of posting. Where compliance with such a request would cause violation of the scheduling regulations, the request is deemed to be agreement to the violation or violations which occur.

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

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

28.01 A half hour (1/2 hr) lunch period will be allowed for any employee working three and three-quarter hours (3 3/4 hrs) or more and will be uninterrupted, except in cases of emergency. Proper facilities for employees who bring their own lunch and locker facilities will be provided.

## **ARTICLE 29 - RELIEF PERIODS**

29.01 Employees will be allowed fifteen (15) minutes relief in each half of the seven and one half (7.5) hours shift or period, without reduction in pay and without increasing the regular working hours.

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

30.01 If an employee reports for work at the regularly scheduled time for his or her shift, he or she will be entitled to a minimum of three (3) hours pay at not less than his or her regular rate, unless previously notified by the Employer to the contrary, either orally or by notice on the bulletin board or by message left at the employee's residence; provided that, if requested by the Employer, the employee shall perform a minimum of three (3) hours of such available work as the Employer may assign; provided further, that this section shall not apply in case of any labour dispute or emergency such as fire or power shortage, which prevents the operation of the Nursing Home, nor shall it apply to employees returning to work without notice after absence.

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

31.01 When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employees will receive a minimum of three (3) hours pay at time and one half (1 1/2) or actual hours worked at time and one half (1 1/2) his regular rate of pay whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

## **ARTICLE 32 - CALL IN PAY**

32.01 "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.

32.02 Employees who are called in will be paid overtime at the rate of time and a half (1 1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

32.03 Where the call in is requested within one half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be

paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

32.04 If the employee reports for work within one (1) hour of the request for call in, then the Employer will guarantee a minimum of four (4) hours of work.

### ARTICLE 33 - PAY DAY

33.01 The Employer agrees that wages shall be paid on a regular day each two (2) weeks (Friday) except when interfered with by the occurrence of a paid holiday. In this case, the regular pay day may be delayed one (1) day.

33.02 Employees will be paid during working hours and usually during the last shift worked prior to the regular pay day.

### ARTICLE 34 - PAID HOLIDAYS

34.01(a) The following days shall be recognized as paid holidays:

New Year's Day	Good Friday
Victoria Day	Canada Day
Remembrance Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day

- (b) For clarification purposes of when a Paid Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.
- (c) There shall be one (1) additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one (1) of the designated holidays in the collective agreement so that the total number of paid holidays does not exceed eleven (11).
- (d) Holiday pay for employees who regularly work less than seventy-five (75) hours is based on the proration formula noted in Article 43 of this Collective Agreement. Holiday entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

34.02 An employee will qualify for holiday pay as per the pro-  
ration formula if the employee worked her scheduled day before  
and scheduled day after the holiday and has worked at least one  
(1) day in the two (2) week period preceding the holiday.

However, if an employee's absence on the regular working  
day immediately prior to and/or following a holiday is due to  
illness as confirmed by a doctor's certificate, if required by  
the Employer, the foregoing qualifications would not apply and  
the employee will be eligible for one (1) day of holiday pay  
during any one (1) period of illness, except at Christmas and  
New Year's period where there is more than one (1) holiday, the  
entitlement shall be limited to a maximum of two (2) days.

34.03 An employee who is required to work on any of the above  
mentioned holidays will receive pay at the rate of time and one  
half (1 1/2) the employee's regular rate for work performed on  
such holiday in addition to the employee's regular pay.

34.04 In cases where less than seven and one-half (7 1/2) hours  
are worked on such holiday, the employee will secure the full  
day's pay for the holiday plus time and one half (1 1/2) the  
employee's regular rate for any and all hours worked on such  
day.

34.05 An employee who is absent on any of the abovenamed holi-  
days after being required to work forfeits all pay for that day  
unless absence is due to illness verified by a doctor's certifi-  
cate, if required by the Employer, in which case the employee  
will receive straight time for such holiday.

34.06 If one of the above named holidays occurs on an  
employee's regular **day** off or during his vacation period, the  
employee will receive an additional day off in lieu thereof or a  
day's pay. These options will be the right of the employees,

#### **ARTICLE 35 - VACATIONS**

35.01 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.

35.02 The periods at which employees shall take vacation shall  
be based on the selection by the employees according to sen-  
iority in each department but shall be finally determined by the  
Employer having due concern for the proper operation of the  
Nursing **Home**,

35.03 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.

35.04 Vacations are not cumulative from year to year and all vacations **must** be taken by no later than one (1) month prior to the next vacation cut off date. **Employees shall not waive** vacation and draw double pay.

35.05 Employees will be paid their vacation pay on the regular pay day in advance of their vacation on a separate cheque.

35.06(a) Each regular full time employee covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

<u>Service as at June 30th</u>	<u>Vacation with Pay Weeks</u>
6 months <b>up</b> to 1 year	1
1 year up to 3 years	2
3 years up to 10 years	3
10 years up to 20 years	4
20 years and over	5

(b) Effective June 30, 1989, employees with nine (9) years of service on, or before June 30th of the current year shall receive **four** (4) weeks vacation. Vacation pay **for** such employees will be eight percent (**8%**) of gross earnings for the vacation year.

(c) Effective June 30, 1988, employees with eighteen (**18**) **years of service on or before** June 30th of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

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

(b) Vacation pay for employees who regularly work less than seventy-five (75) hours bi-weekly is to be paid **as a** percentage of earnings.

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

<u>Total Hours Worked as of June 30th</u>	<u>Vacation Entitlement</u>
0 to less than 1800 hours worked	- <b>4%</b> of gross earnings for the vacation year

- 1800 to less than 5400 hours worked - 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
- 5400 to less than 18000 hours worked - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
- 18000 to less than 36000 hours worked - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
- 36000 hours or more worked - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

N.B. For purposes of implementing the new vacation scheme the following principles shall apply:

- No employee to lose vacation entitlement
- Employees who did not accrue based on hours before the transfer shall be placed on the new scheme based on one (1) year = 1800 hours worked.

For accrual purposes only, hours worked to March 14, 1988 and hours paid effective March 15, 1988.

(b)

Effective June 30, 1988

Vacation Entitlement

- 0 to less than 1800 hours paid - 4% of gross earnings for the vacation year
- 1800 to less than 5400 hours paid - 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
- 5400 to less than 18000 hours paid - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
- 18000 to less than 32400 hours paid - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year

32400 hours or more paid

- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

(c)

Effective June 30, 1989

Vacation Entitlement

0 to less than 1800 hours paid

- 4% of gross earnings for the vacation year

1800 to less than 5400 hours paid

- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year

5400 to less than 16200 hours paid

- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year

16200 to less than 32400 hours paid

- 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year

32400 hours or more paid

- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

**35.09(a)** If an employee transfers from permanent part-time or part-time to full-time or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours worked equals one (1) year of service.

(b) On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

**35.10** Vacation pay for employees who are regularly scheduled to work seventy-five (75) hours bi-weekly is to be paid as a percentage of total earnings or regular pay, whichever is the greater.

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

## ARTICLE 36 - SICK LEAVE

36.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full time employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits,
- (b) 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 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness,
- (c) Current employees will 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.
- (d) Weekly Indemnity Plan for new employees will be effective on completion of the probation period. For Weekly Indemnity, the premium costs will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy.
- (e) Weekly indemnity plan will provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage will continue for seventeen (17) weeks at sixty-six and two-thirds percent (66 2/3%) of salary.
- (f) Where the 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 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 provisions will not be counted against the employee's vacation credits.
- (g) The Employer may request proof of disabling accident or sickness:
  - 1. For any absence in excess of two (2) days.



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

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift unless impossible.

Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

- (i) Any employee absent due to sickness must notify the department head twenty-four (24) hours before their return to work.
- (j) The Employer will notify the employees of their accumulation of sick leave on request.
- (k) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article (20.01 (i)).
- (l) In the event the home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

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

**36.03 Sick Leave Benefit - Full-Time/Part-time Employee Transfers**

Sick leave benefits accumulated at time of transfer from full-time to part-time status or part-time to full-time status shall remain to the credit of the employee and shall be used in accordance with Article 36 of this Collective Agreement.

## ARTICLE 37 - WORKERS' COMPENSATION

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

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits.
- (b) It is understood that the obligation of the employer to pay the aforesaid benefits while on Workers' Compensation shall continue only **so long as** the employment relationship between the employee and the employer continues.
- (c) **An** employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (d) Provided that an employee returns to work within fifty-two (**52**) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the agreement.
- (e) In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

37.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the **job** posting procedure (Article 16) of this Agreement. where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

**37.03** The injured employee shall have a period of two (**2**) years from the date of the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workers' Compensation Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

37.04(a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.C.B. claim and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies

as a result of the above absences shall likewise be returned to their former permanent positions.

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.C.B. claim but prior to two (2) full years mentioned in Article 37.04(a) above, she shall be returned to **her** former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 12. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

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

#### **37.06** Workers' Compensation Board Challenge

In the event that the employer challenges a Workers' Compensation 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 Workers' Compensation for a period longer than one (1) complete pay period, may apply to the employer for payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if **her** claim **was** approved, or the benefit to which she would be entitled under the sick **leave** plan, Article 36. 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 Workers' Compensation Board. If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 36. **Any** payment under this provision will continue for a maximum duration equal to that of the Weekly Indemnity Plan.

### **ARTICLE 38 - HEALTH AND SAFETY**

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

38.02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties,

38.03 Two (2) representatives of the joint health and safety committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the health and safety committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection by a government inspector and shall have the right to accompany him on his inspection. Scheduled time spent in all such activities shall be considered as time worked.

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

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

#### **ARTICLE 39 - HEALTH AND INSURANCE BENEFITS**

39.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 43 of this Agreement.

(a) O.H.I.P.

The Employer has agreed to pay one hundred percent (100%) of the billed rate of the OHIP premium for

employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

(b) Semi-Private

Effective January 1, 1989, the Employer shall pay one hundred percent (100%) of the premium costs of semi-private coverage.

39.02 Major Medical

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate for employees who participate in the Major Medical \$10-\$20 No CO-Insurance Plan (similar to Blue Cross E.H.C.). If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Vision Care

The \$60.00 Vision Care Plan will be an added rider to the present Major Medical Plan. The Employer will pay one hundred percent (100%) of the total billed rate. If the employee is otherwise covered, the Employer shall not be obligated to contribute.

Hearing Aid

The Employer agrees to continue a \$300.00 Hearing Aid Benefit, one hundred percent (100%) Employer paid.

39.03 Life Insurance

- (a) The Employer will pay one hundred percent (100%) of the cost of \$15,000 of Life insurance.
- (b) Effective as soon as practical following the award dated March 15, 1988, Life Insurance coverage will be raised to \$17,000. The Employer will pay one hundred percent (100%) of the cost of this plan.

39.04 Dental Plan

- (a) The Employer agrees to continue a dental plan (equivalent to Blue Cross #9), based on the O.D.A. fee schedule 1986. 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.

- (b) Effective as soon as practical following the award dated March 15, 1988, the dental plan shall be improved to provided the 1987 O.D.A. fee schedule. **The cap on the dental plan shall be increased to \$2,000.00 per individual and per family member.**
- (c) Effective January 1, 1989 the dental plan shall provide the 1988 O.D.A. fee schedule,
- (d) Effective January 1, 1990 the dental plan shall provide the 1989 O.D.A. fee schedule.

### 39.05 Group Insurance Plan

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

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

- (a) Life - when coverage approved.
- (b) Dental - \*\$100.00 maximum benefit/covered person
- (c) **EHC**
  - (i) **Drugs** - \*\$50.00 maximum benefit/covered person
  - (ii) **Vision** - no benefit during first six (6) months
  - (iii) **Hearing** - no benefit during first six (6) months

\*During first twelve (12) months of coverage

### 39.06 Changes of Carriers

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

39.07 Pension Plan for Employees of  
Participating Ontario Nursing Homes

Section .01

Commencing January 1, 1989 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to two per cent (2%) of applicable wages to the Union designated multi-employer pension plan (the "Plan") for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being two per cent (2%) of applicable wages.

Section .02

Commencing January 1, 1990 each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four per cent (4%) of applicable wages to the Plan for Employees of Participating Ontario Nursing Homes. The Employer shall match such contributions, the amount being four per cent (4%) of applicable wages.

Section .03

The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

Section .04

Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed six (6) months of service.

Section .05

The Employer and Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

Section .06

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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

## **ARTICLE 40 - UNIFORM ALLOWANCE**

- 40.01 (a) The Employer agrees to pay a uniform allowance of 4.2 cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) Effective the first pay period following March 15, 1988, increase the uniform allowance to five cents (5) per hour.
- (c) Effective January 1, 1989, increase the uniform allowance to 5.2 cents per hour.

## **ARTICLE 41 - RETROACTIVE PAY**

41.01 Retroactive payment is to be made within thirty (30) days of Award (dated March 15, 1988) and applies to wages only based on hours paid by Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days. The Employer will pay retroactivity on a separate cheque.

## **ARTICLE 42 - WAGE PROGRESSIONS, ETC.**

42.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

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

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

42.03 The reference to meal charges in any of the Collective Agreements is to be deleted. This is not to be construed as a commitment to provide free meals, except as outlined in Article 26.02 of this Collective Agreement.

42.04 Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.



42.05 Shared Cost of Printing Collective Agreements - It is agreed that the Nursing Home and the Local Union will share equally in any cost of the printing of the Collective Agreement.

**ARTICLE 43 - PERMANENT PART-TIME EMPLOYEE PRORATION FORMULA  
BENEFITS**

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

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

(The Predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Hours paid in calculating the proration formula will include Workers' Compensation and Weekly Indemnity.

When an employee is on:

(a) maternity leave

(b) adoption leave

(c) approved leave of absence in excess of thirty (30) continuous calendar days

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

43.02 Employees who regularly work more than sixty-six (66) hours bi-weekly shall have one hundred percent (100%) of employer paid portion of insured benefits paid.

43.03 Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours,

43.04 Holiday pay and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

(a) Holiday pay - based on proration formula (based on hours regularly worked - four (4) hour shift = four (4) hours pay).

- (b) Vacation pay - percentage (%) of earnings.

New Hires

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

The prorata percentage & or new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

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

**ARTICLE 44 - SHIFT PREMIUMS**

44.01(a) All employees who are required by the Employer to rotate over two or more shifts shall receive a Shift Premium of twenty-five cents (25) for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

(b) Effective the first pay period following March 15, 1988 the shift premium shall be increased to twenty-six (26) cents.

(c) Effective January 1, 1989 the shift premium shall be increased to twenty-seven (27) cents.

(d) Effective January 1, 1990 the shift premium shall be increased to twenty-eight (28) cents.

44.02 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee for a period in excess of one (1) shift, the employee shall receive three dollars (\$3.00) per shift.

\*

**ARTICLE 45 - CONTRACTING OUT AND WORK OF THE BARGAINING UNIT**

45.01 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 is not a breach of this agreement.

45.02 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

**ARTICLE 46 - WAGE SCHEDULES**

46.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and the hourly rates of pay thereof. A job classification will not be changed for the purpose of evading payment of the minimum rate therein set out. If the Employer establishes a new classification, it will be discussed with the Union in advance.

**ARTICLE 47 - RENEWAL, AMENDMENT AND TERMINATION**

47.01 This Agreement shall continue in effect until December 31, 1990 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.

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

47.03 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 be automatically extended until consummation of a new agreement or completion of the proceedings prescribed under the Labour Relations Act 1980, of the **Province** of Ontario, and the Hospital Labour **Disputes** Arbitration Act, 1980, as amended, whichever should first occur.

47.04 A draft of the negotiated agreement will be made available as agreed by either party within thirty (30) days of ratification of the agreement reached. The second party will proofread the agreement and return it to the first party within

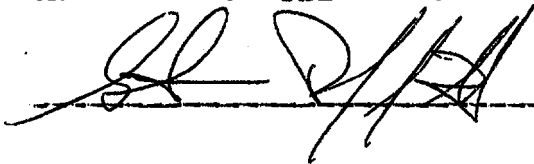
twenty (20) days of receipt, The first party will then correct the draft (if necessary) and sign and return the agreement within fifteen (15) days. The second party will sign and return the agreed number of copies for execution within a further fifteen (15) days of receipt of the signed agreement. The Agreement will be printed and distributed by whoever is responsible within a further thirty (30) days,

**ARTICLE 48 - INTERPRETATION**


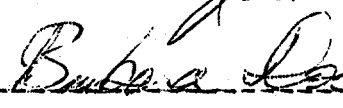
48.01 Time Periods - Except where otherwise specified in the Agreement, the reference to a number of days in which any matter shall be dealt with is to be in terms of calendar days.

DATED AT TORONTO THIS 30 DAY OF April 1990.

ON BEHALF OF THE EMPLOYER

  
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ON BEHALF OF THE UNION

  
  
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FJ/CP

SCHEDULE "A"

Wage Rates effective January 1, 1988

	Start	1 Year	2 Years
*Aide (Housekeeping, Laundry and Dietary)	9.84	10.17	10.48
Janitor	9.84	10.17	10.48
Attendant I and Activity Aide	9.97	10.29	10.62
Cook I	10.95	11.29	11.62
Cook II	10.48	10.83	11.15
R.N.A.	10.98	11.30	11.62
Maintenance	11.74	12.06	12.38

Wage Progression: In accordance with Article 42.01.

Probationary Rate: Twenty cents (20) per hour less than start rate.

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

Health Care AIDE: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be fifteen cents (15) per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive fifteen cents (15) per hour above their applicable classification rate.

\*Guest Attendant - Peterborough (Extendicare)

Maintenance: Each employee shall receive for 1988 for each hour paid the sum of fifty cents (50) not to be included in the wage rate and payable the first pay period in July 1988, and by December 20, 1988. Any monies owing between the December payment date and the end of the calendar year will be paid out in the subsequent applicable pay period(s).

SCHEDULE "A"

Wage Rates effective January 1, 1989

	Start	1 Year	2 Years
*Aide (Housekeeping, Laundry and Dietary	10.23	10.58	10.90
Janitor	10.23	10.58	10.90
Attendant I and Activity Aide	10.37	10.70	11.04
Cook I	11.39	11.75	12.08
Cook II	10.90	11.26	11.59
R.N.A.	11.62	11.95	12.28
Maintenance	11.99	12.31	12.63

Wage Progression: In accordance with Article 42.01.

Probationary Rate: Twenty cents (20) per hour less than start rate.

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

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be fifteen cents (15) per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive fifteen cents (15) per hour above their applicable classification rate.

\*Guest Attendant - Peterborough (Extendicare)

Maintenance: Each employee shall receive for 1989 for each hour paid the sum of twenty-five cents (25) not to be included in the wage rate and payable the first pay period in July 1989, and by December 20, 1989. Any monies owing between the December payment date and the end of the calendar year will be paid out in the subsequent applicable pay period(s).

SCHEDULE "A"

Wage Rates effective January 1, 1990

	Start	1 Year	2 Years
*Aide (Housekeeping, Laundry and Dietary	10.64	11.00	11.34
Janitor	10.64	11.00	11.34
Attendant I and Activity Aide	10.79	11.12	11.48
Cook I	11.84	12.22	12.56
Cook II	11.34	11.71	12.06
R.N.A.	12.25	12.60	12.94
Maintenance	12.29	12.61	12.93

Wage Progression: In accordance with Article 42.01.

Probationary Rate: Twenty cents (20) per hour less than start rate.

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

Health Care Aide: Health Care Aide premium for Health Care Aide Certificate or equivalent presently being recognized by the Employer. The premium will be fifteen cents (15) per hour above the applicable Attendant I classification. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or Recreation Certificate shall receive fifteen cents (15) per hour above their applicable classification rate.

\*Guest Attendant - Peterborough (Extendicare)

ADDENDUM to Agreement covering Part-time Bargaining Unit

BETWEEN:

EXTENDICARE/OAKRIDGE VILLA

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 13th day of April, 1982, 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 hereafter 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 Collective Bargaining agent for all its employees employed at the Extendicare/Oakridge Villa in the Municipality of Metropolitan Toronto regularly employed for not more than twenty-two and one-half (22 1/2) hours per week and students employed during a school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, and persons covered by subsisting collective agreements.

**2. DEDUCTIONS AND UNION DUES**

The Employer agrees, during the life time of this Agreement as a condition of employment, to deduct whatever sum may be authorized for union dues from the first pay due each calendar month, and to remit same not later than the end of the same month to the Secretary-Treasurer of the local union subject to Article 4, Union Security, of the Full-Time Agreement. The Employer shall, when remitting such dues, name the employees from whose pay such deductions have been made, the amount deducted, along with a list of employees who have terminated their employment or have completed their probationary period in the preceding month. Such lists shall contain the social insurance number.



### 3. SENIORITY AND HOURS OF WORK

3.01 Seniority, hours of work and overtime shall be as set out in the Full-Time Agreement of which this addendum is part provided that part-time employees will have their seniority expressed in hours.

3.02 Subject to the provisions with respect to permanent transfers, a full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate or lose any benefits in which the employee may be enrolled and will then progress in seniority and wage rate increase in the same manner **as** other part-time employees covered by this Agreement.

### 4. JOB POSTING

Where vacancies are posted for positions within the Full-time Bargaining Unit and no applicants within the full time unit are successful in obtaining the positions, applications submitted for such postings from part-time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part-time employees apply, **the** Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are **equal**, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

### 5. VACATIONS WITH PAY

5.01 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.

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

5.03 Vacations are not cumulative from year to year and all vacations must be taken by May **1st** following the cut-off date. Employees shall not waive vacation and draw double pay.

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

(a)

Total Hours worked as of June 30th

Vacation Entitlement

0 to less than 1800 hours worked	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours worked	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 18000 hours worked	- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
18000 to less than 36000 hours worked	- 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
36000 hours or more worked	- 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

N.B. For purposes of implementing the new vacation scheme the following principles shall apply:

- No employee to lose vacation entitlement
- Employees who did not accrue based on hours before the transfer shall be placed on the new scheme based on one (1) year = 1800 hours worked.

For accrual purposes only, hours worked to March 14, 1988 and hours paid effective March 15, 1988.

(b)

Effective June 30th, 1988

Vacation Entitlement

0 to less than 1800 hours paid	- 4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	- 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 18000 hours paid	- 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year

- 18000 to less than 32400 hours paid - 4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
- 32400 hours or more paid - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

(c)  
Effective June 30th, 1989

Vacation Entitlement

- 0 to less than 1800 hours paid - 4% of gross earnings for the vacation year
- 1800 to less than 5400 hours paid - 2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
- 5400 to less than 16200 hours paid - 3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
- 16200 to less than 32400 hours paid - 4 calendar weeks vacation with pay at 8% of **gross** earnings for the vacation year
- 32400 hours or more paid - 5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.

5.04(a) If an employee transfers from permanent Part-time or **part-time** to **full-time** or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours worked equals one (1) year of service.

(b) On and after March 15, 1988, 1800 hours paid equals one (1) year of service.

5.05 Employees who have lost their seniority and have terminated their employment between vacation periods shall, on termination of employment, be paid vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut-off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

5.06 Vacation monies will be paid during the first full pay period after June 30th. All normal deductions made from an employee's pay will be made from the vacation pay.

## **6. HEALTH AND WELFARE**

The benefits payable to all employees covered by this addendum shall be governed by the provisions in the full-time Collective Agreement. For the sake of clarity, the benefits payable shall include, but not be limited to the following:

- Article 36 - Sick Leave and W.I.
- Article 40 - Uniform Allowance
- Article 34 - Paid Holidays
- Article 35 - Vacations
- Article 39 - Health and Insurance Benefits

The method of payment shall be governed by Article 43: Part-time Employee Proration Formula Benefits.

## **7. PAID HOLIDAYS**

An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday or the paid holidays as outlined in Article 34.01 of the full-time Agreement. All other qualifiers outlined in Article 34 apply.

## **8. UNION SECURITY**

The Employer agreed that a Union Representative shall be given the opportunity of interviewing every employee who is not a member of the Union once during the second calendar month of employment for the purpose of informing such employee of the existence of the Union in the Home. The Employer shall advise the Union monthly as to the names of the persons to be interviewed and shall designate the time and place for each such interview, the duration of which shall not exceed ten (10) minutes.

## **9. WAGES**

The Wages for the Part-time Bargaining Unit shall be as per Scheduled "A" in the Full Time Agreement for all employees.

**10. SHIFT PREMIUMS**

- (a) All employees who are required by the employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-five (25) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (b) Effective the first pay period following March 15, 1988 the shift premium shall be increased to twenty-six (26) cents.
- (c) Effective January 1, 1989 the shift premium shall be increased to twenty-seven (27) cents.
- (d) Effective January 1, 1990 the shift premium shall be increased to twenty-eight (28) cents.

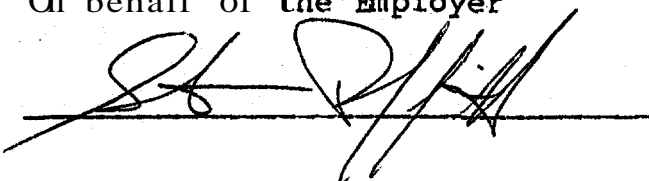
**11. WAGE PROGRESSION**

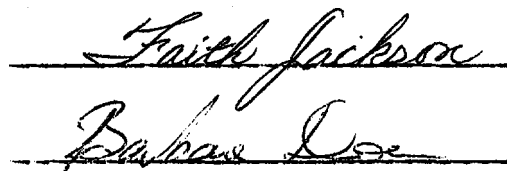
Employees within their position classification will progress from the "Start Rate" to the "One Year Rate" and so on, on the basis of 1800 hours worked at the "Start Rate" to the "One Year Rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

Dated at Toronto this 30<sup>th</sup> day of April 1990.


On behalf of the Employer

On behalf of the Union





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LETTER OF INTENT

BETWEEN

EXTENDICARE HEALTH SERVICES INC.  
(GUILDWOOD, OAKRIDGE)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204

The parties agree that during the term of this agreement they will attempt to standardize the collective agreements of Guildwood and Oakridge to mirror The Master. Failure to resolve the above shall not disentitle nor prejudice either side from negotiating changes or amendments in future rounds of bargaining.

DATED this *30th* day of *April* 19*90*.

FOR THE EMPLOYER

FOR THE UNION

*[Handwritten Signature]*  
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*Faith Jackson*  
*Barbara Don*  
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LETTER OF INTENT  
BETWEEN  
EXTENDICARE/OAKRIDGE VILLA  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
A.F.L., C.I.O., C.L.C.  
LOCAL 204

Re: Public Office

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.

Dated this 30~~th~~ day of April, 1990.

FOR THE UNION

FOR THE EMPLOYER

Faith Jackson  
Barbara Doe

[Signature]

LETTER OF INTENT  
BETWEEN  
EXTENDICARE/OAKRIDGE VILLA  
AND

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

Re: Sick Leave

Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge thereof to the extent that it is able to do so.

Dated this 30<sup>th</sup> day of April, 1990.

FOR THE UNION

FOR THE EMPLOYER

Trith Jackson  
Barbara Lee

[Signature]



LETTER OF INTENT

BETWEEN

EXTENDICARE/OAKRIDGE VILLA

AND

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

Re: Orientation/Aggressive Patients

These two matters are appropriate subjects for Labour-Management discussions.

Dated this ~~30th~~ day of *April*, 1990.

FOR THE UNION

FOR THE EMPLOYER

*Faith Jackson*

*[Signature]*

*Barbara L.*

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APPENDIX A

HOMES

Beacon Hill	(Ottawa)	Extendicare	(Mississauga)
Beacon Hill	(Hamilton)	Extendicare	(N.O.L.)
beacon Hill	(Thunder Ea')	Extendicare	(North York)
Diversicare I	(Chelsey Park, Streetsville)	Extendicare	(Oakville)
Diversicare ■	(Altamont)	Extendicare	(Oakridge)
Diversicare I	(Chelsey Park, Mississauga)	Extendicare	(Ottawa)
Diversicare I	(Cheltenham)	Extendicare	(Peterborough)
Diversicare I	(Rockcliffe)	Estendicere	(Guildwood)
Diversicare ■	(Tullamore)	Extendicare	(Port Stanley)
Extendicare	(Kirkland Lake)	Extendicare	(Scarborough)
Extendicare	(Cochrane)	Extendicare	(St. Catherine)
Extendicare	(Van Daele)	Extendicare	(Sudbury)
Extendicare	(Haliburton)	Extendicare	(Tendercare)
Extendicare	(Highbourne)	Versa-Care	(Baker Centre)
Extendicare	(Kingston)	Versa-Care	(Oshawa)
Extendicare	(London)	Versa-Cere	(Rexdale)
Extendicare	(Medex)	Versa-Care	(Orillia Hold)

APPENDIX B

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED

for those homes listed in Appendix "A")

("the Employers')

and

SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Unions')

The Unions and Employers understand and agree that under current pension legislation and/or regulations the Employers have no requirement to fund any deficit in Plan but are required to contribute only that amount as required by the Collective Agreement then in force between the parties.

DATED at Toronto, this 19<sup>th</sup> day of January, 1980

[Signature]  
FOR BEACON CAPITAL CORPORATION

[Signature]  
FOR DIVERSICARE I LIMITED  
PARTNERSHIP

[Signature]  
FOR EXTENDICARE HEALTH SERVICES

[Signature]  
FOR VERSA-CARE LIMITED

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION

APPENDIX C

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")

("the Employers")

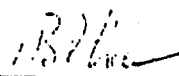
and


SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Unions")

It is understood and agreed by the Parties that should the current Pension legislation and/or regulations be changed to the extent that the Employers' 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 obligation exceeds that which the Employers would have if the Plan were a defined contribution Plan.

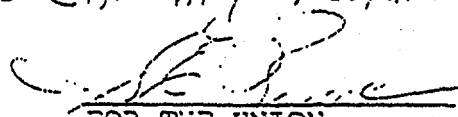
DATED at Toronto, this 19<sup>th</sup> day of January, 1986.

  
\_\_\_\_\_  
FOR BEACON CAPITAL CORPORATION

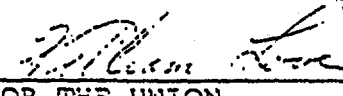
  
\_\_\_\_\_  
FOR DIVERSICARE I LIMITED  
PARTNERSHIP

  
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FOR EXTENDICARE-HEALTH SERVICES

  
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FOR VERSA-CARE LIMITED

  
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FOR THE UNION

  
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FOR THE UNION

APPENDIX D

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")

(the Employers-)

and

SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Unions-)

The Unions agree that the Trustees appointed by them shall ensure that the funds transferred from the Employers for and on behalf of their employees to the Plan will be invested in accordance with the applicable legislation.

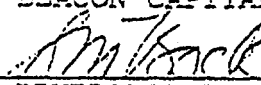
The Unions further undertake to provide actuarial valuation and investment performance statements to the Employers as they become available to the Unions or as is required by law, whichever is more frequent.

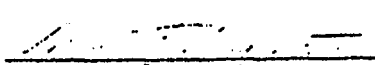
DATED at Toronto, this 19<sup>th</sup> day of

JANUARY, 1992.

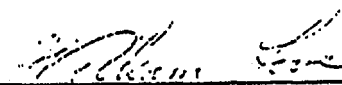
  
\_\_\_\_\_  
FOR BEACON CAPITAL CORPORATION

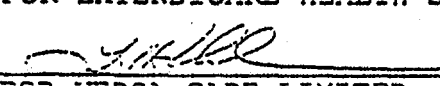
  
\_\_\_\_\_  
FOR THE UNION

  
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FOR DIVERSICARE I LIMITED  
PARTNERSHIP

  
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FOR THE UNION

  
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FOR EXTENDICARE HEALTH SERVICES

  
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FOR THE UNION

  
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FOR VERSA-CARE LIMITED

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FOR THE UNION

APPENDIX F

LETTER OF UNDERSTANDING

BETWEEN

BEACON CAPITAL CORPORATION  
DIVERSICARE I LIMITED PARTNERSHIP  
EXTENDICARE HEALTH SERVICES INC.  
VERSA-CARE LIMITED  
(for those homes listed in Appendix "A")

('the Employers')

and

SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCALS 183, 204, 268, 478, 532 and  
LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220

("the Unions")

The following agreement does not form part of the Collective Agreement:

- 1) The parties acknowledge that the Union designated Pension Plan for Employees of Participating Ontario Nursing Homes (the "Plan") was not registered with the Ministry of National Revenue or the Pension Commission of Ontario on January 1, 1989.
- 2) Notwithstanding such non-registration, the Employer and Employees have made and shall continue to make such contributions, as set out in ~~Article~~ the Collective Agreement expiring December 31, 1990.

DATED at Toronto, this 19<sup>th</sup> day of JANUARY 1990

[Signature]  
FOR BEACON CAPITAL CORPORATION

[Signature]  
FOR DIVERSICARE I LIMITED  
PARTNERSHIP

[Signature]  
FOR EXTENDICARE HEALTH SERVICES

[Signature]  
FOR VERSA-CARE LIMITED

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION

[Signature]  
FOR THE UNION