

**COLLECTIVE AGREEMENT**

BETWEEN

**COMMUNITY LIFECARE INC.  
c.o.b. as C.N.H., PICKERING ONTARIO AND  
ORCHARD VILLA, PICKERING, ONTARIO**

{The "Employer"}

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

{Hereinafter Referred To As The "Union"}

FULL-TIME AND PART-TIME

EFFECTIVE: MAY 1, **2019**

EXPIRY: APRIL 30, **2022**

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**COMMUNITY LIFECARE INC.**  
**c.o.b. as C.N.H., PICKERING, ONTARIO AND**  
**ORCHARD VILLA, PICKERING, ONTARIO**  
{The “Employer”}

OF THE FIRST PART

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 1 CANADA**  
C.L.C  
{Hereinafter referred to as the “Union”}

OF THE SECOND PART

## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for its employees at Village Retirement Centre (Community Nursing Home and Orchard Villa), in Pickering, Ontario; save and except Professional Medical Staff, Registered Nurses, Graduate Nurses, Physiotherapist, Occupational Therapist, Supervisors and persons above the rank of Supervisors.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 The Union and the Employer agree to abide by the Human Rights Code of Ontario.
- 2.04 The Employer shall not contract out any work normally performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any

employees, other than casual part-time employees, results from such contracting out.

Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit, who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this Agreement.

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

### **ARTICLE 3 – DEFINITIONS**

- 3.01 Where **any personal** pronoun is used in this Agreement, it shall mean and include **all gender** pronouns where the context so applies.
- 3.02 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 3.03 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
- 3.04 Any reference to Doctor will include, where appropriate, Nurse Practitioner.

### **ARTICLE 4 – FULL-TIME AND PART-TIME EMPLOYEES**

- 4.01 Full Time definition. An employee is considered to be full time when scheduled greater than 66.0 hours per pay period.
- 4.02 Part Time definition. An employee is considered to be part time when scheduled 66.0 hours or less per pay period.

### **ARTICLE 5 – UNION SECURITY**

- 5.01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership in the Union.
- 5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to a one-time Union dues administrative assessment for newly hired employees and regular monthly Union dues to be deducted from their wages and remitted to the Union.

It is understood that dues shall be deducted from all Employees beginning in the first month of hire.

- (b) The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, classifications, current addresses, phone numbers, Social Insurance Numbers, highlighting New Hires, resignations, terminations, new unpaid leave of absences and return from leaves of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom the deductions have been made.

It shall be the duty of each employee to promptly notify the Employer, in writing, of any change in address, telephone number and bank deposit information. If an employee fails to do so, the Employer will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by management.

- (c) All present employees who are members of the Union, as a condition of employment, shall remain union members in good standing, and all new employees shall, as a condition of employment, become and remain members in good standing of the Union on completion of probation, provided that no employee shall be terminated for loss of membership except for non-payment of union dues as provided by this Agreement.
- (d) 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.
- (e) Union dues are not deducted from SUB plans payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

5.03 Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable.

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

5.05 The Employer will provide each Employee with a T-4 slip showing the annual Union dues paid by that Employee for the year previous.

## 5.06 Employment of Disabled Workers

The Union and the Employer acknowledges their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

## **ARTICLE 6 – NO STRIKES OR LOCKOUTS**

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slowdown (either complete or partial), and the Employer agrees that there will be no lock-out.
- 6.02 The words “strike” and “lock-out” as used herein are agreed to have the meanings defined for these words in the present Ontario Labour Relations Act of R.S.O. 1980, as amended.

## **ARTICLE 7 – MANAGEMENT RIGHTS**

- 7.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing; it is the exclusive function of the Employer;
- (a) To determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents in the home;
  - (b) To maintain order, discipline and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be posted on the employee’s bulletin board with a copy supplied to the 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.

The Employer agrees prior to the introduction of any new policy or procedure related to the terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour/ Management Committee.

- (c) To hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee who has completed their probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;



- (d) To have the right to plan, direct, evaluate and control the work of the employees and the operations of the home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, implementing work schedules and the increase or reduction of personnel in any particular area or on the whole.

## **ARTICLE 8 – UNION COMMITTEE AND STEWARDS**

- 8.01 (a) It is mutually agreed that where negotiations are conducted the Union will elect or otherwise select a negotiating committee consisting of three (3) members, one (1) of whom shall be the Chief Steward and one (1) shall be from the part-time compliment.
- (b) All members of the committee shall be regular employees of the Employer who have completed at least six (6) month's of continuous service with the Employer.
- (c) The Employer will compensate employee members of the Union negotiating committee as set out in Article 8.01(a) for time necessarily lost from work to attend negotiation meetings including conciliation but not arbitration.
- (d) Employees on the evening and night shift shall receive paid time off for the actual day of the negotiations meeting.
- 8.02 The Employer will recognize the Union Administrative Committee which shall consist of a Chief Steward and six (6) stewards all selected from members of the bargaining unit, one (1) of whom shall be from the Retirement Home and two (2) of whom shall be part-time employees. No more than two (2) committee members shall meet with the Employer at any one time.

All members of the committee shall be employees of the Employer who have completed six (6) months of continuous service with the Employer. The committee shall meet on request of either party at least once each month for the purpose of discussing all matters of mutual concern. The committee shall have power to make recommendations to the Union and to the Employer.

- 8.03 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.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the Arbitration stage, negotiation of the Collective Agreement and the renewals thereof, up to and including conciliation, and while attending meetings with the Employer.

Employees on the evening and or night shift shall receive paid time off for the actual day of the negotiation meeting.

#### 8.04 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 grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.

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

##### 1. Purpose and Commitment:

The Employer and the Union recognize the value of open and effective communication in maintaining a constructive labour/management relationship. To this end, this Committee will provide a regular opportunity to discuss ongoing issues and problems and a chance to resolve these problems to the benefit of both parties. The Employer and the Union hope that their effort in this initiative will help to build a better line of communications and a more harmonious workplace for everyone.

##### 2. Structure and size:

The Committee will be comprised of an equal number of employees from the Union and Management based on criteria as set out in Article 8.05 of the Collective Agreement.

##### 3. Agenda Items:

The Administrator and the unit Chair or designate will meet prior to the Committee meetings to exchange proposed agenda items for that meeting. Those items will be listed in order of priority. The Employer will arrange to integrate the two lists and have a single agenda typed and distributed to Committee members prior to the meeting. Emergency items arising after the agenda is prepared can be entertained on agreement of the parties at the outset of the meeting. Business arising from the minutes of the previous meeting will be handled as the first item on each meeting's agenda.

4. Chairmanship:

The parties will alternate the Chair from meeting to meeting. The party chairing the meeting will appoint from among their Committee a Chairperson, and the other party will appoint a Recording Secretary. The Chairperson will seek to keep the discussion on topic and timely and ensure that each Committee member has a chance to have input on each item discussed.

5. Minutes:

Following the Committee meetings, the Chairperson and the Recording Secretary will compare notes and agree to the minutes, which will then be typed by the Employer, and a copy of same will be made available to each of the Committee Members, and a copy will be posted on the Union Bulletin Board.

6. Other Matters:

The Employer agrees to pay employees for time spent in Committee Meetings held during the employee's normal working hours. Time spent in meeting outside of the employee's normal working hours shall be paid at his or her regular or overtime rate.

8.06 New Classification

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

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

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided for in the Agreement within fifteen (15) days

of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classification in the bargaining unit having regard to the requirements of such classifications.

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

8.07 C.M.I./ RAI MDS 2.0 Results

*Full-time and Part-time*

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour/Management Committee with the Union as soon as practicable after the receipt of their annual CMI/ RAI MDS 2.0 results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

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

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

8.08 The bargaining unit has the right, at any time, to have the assistance of a Union Representative from SEIU Local 1 Canada when dealing with grievances or negotiating with the employer. Such Union Representative shall have access to the employers premises, Subject to Article 8.09, in order to investigate and or assist in the settlement of a grievance with prior notice to the administrator/General Manager

8.09 Subject to the following conditions, a Union Representative of SEIU Local 1 Canada will be entitled to visit the home covered by this agreement, at reasonable times to speak with employees, provided

(a) He first reports to the administrator/General Manager/Designate

(b) He complies with the homes regulations

## ARTICLE 9 – GRIEVANCE PROCEDURE

### 9.01 Complaints and Grievances

- a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.
- b) All complaints and grievances shall be taken up in following manner:

#### Step Number 1

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

#### Step Number 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step Number 1, the Employee, who may request the assistance of his or her Steward, shall submit the grievance in writing to the Administrator. A meeting will then be held between the Administrator or his designated representative and the Employee. It is understood that at such a meeting the Administrator or his designated representative may have such counsel and assistance as he may desire, and that the Employee may have his Steward and that the SEIU Union Representative or an International Representative of the Union may also be present at the request of either the Employee or the Employer. The decision of the Administrator or his designated representative shall be given in writing within five (5) working days following the meeting.

#### Step Number 3

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

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

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

9.04 Grievance Process

- a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- b) Grievance mediation shall be scheduled within twenty (20) working days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- c) No matter may be submitted to grievance mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- d) The parties shall agree on a Mediator.
- e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party, unless otherwise mutually agreed.
- f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.
- h) If no settlement is reached within five (5) working days following grievance mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, unless otherwise mutually agreed. Nothing said or done by the Mediator may be referred to Arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any,

9.05 Letters of Reprimand

Letters of reprimand are to be removed from an Employee's personnel file after twelve (12) months from the date of discipline, provided that the Employee has

remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

9.06 Suspension

Records of suspension are to be removed from an Employee's personnel file after eighteen (18) months from the date of discipline, provided that the Employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

9.07 Viewing a File

Having provided a written request to the Administrator at least one (1) week in advance, an Employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a Supervisor at a mutually satisfactory time. It is understood and agreed that an Employee is not entitled to see job references.

**ARTICLE 10 – DISCHARGE AND DISCIPLINE**

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

10.02 All such cases shall be taken up within eight (8) working days and disposed of within eleven (11) working days (or such longer period as may be mutually agreed upon) of the date the employee is notified of her discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed her probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within eight (8) working days after the employee is notified of her discharge or within eight (8) working days after the employee ceases to work for the Employer, whichever is the earlier.

All steps of the grievance procedure prior to Step Number 2 may be omitted in such cases.

10.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by re-instating 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.

- 10.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Steward is entirely unavailable the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.

## **ARTICLE 11 – POLICY GRIEVANCE**

### 11.01 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance. Failing settlement, the parties will meet within ten (10) working days in an attempt to resolve the issue. Failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Article 12.01.

### 11.02 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 Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provision 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 an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

### 11.03 Group Grievance

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



## ARTICLE 12 – ARBITRATION PROCESS

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

The said two (2) Nominees first appointed shall be at liberty prior to the expiration of ten (10) working days from the date of the appointment of the second of them, or prior to the appointment of the Chair within the said period of ten (10) working days, to discuss the grievance submitted to them with a view to a mutual settlement.

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

12.03 Each of the parties shall pay its own expenses including pay for witnesses and the expense of its own Nominee and one-half of the expenses and fees of the Chair.

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

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

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

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

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

12.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration, and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as 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) working 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 13 – SENIORITY**

13.01 (a) A new employee shall be known as a probationary employee until he has worked three hundred and seventy-five (375) hours. It is agreed that the dismissal or lay off of a probationary employee shall not be made the subject of a grievance.

13.02 (a) Before final acceptance for employment, all applicants will be required to pass a physical examination. This examination may include x-ray and such laboratory tests as are required in accordance with the provisions of the Nursing Home Act (where applicable) and the Public Health Act (where applicable) for the protection of the employee and the Employer. If an employee is assigned to work before the physical examination is completed, it is understood that continued employment is pending upon the results of the physical examination.

(b) A probationary employee shall receive an evaluation of her work performance from the Employer at or about the three hundred and fifty (350) hours worked period of her probation.

(c) On or before the expiry date of an employee's probationary period, the Employer will notify the employee in writing that;

(i) The employee's appointment to staff is confirmed, or;

(ii) The employee's employment is terminated, and such termination shall be at the sole discretion of the Employer and shall not be subject to the grievance procedure.

- 13.03 Approved leave(s) of absence in excess of ten (10) working days during the probationary period will not be considered as working days for the purposes of completing the probationary period.
- 13.04 Seniority for full time employees shall be based on date of hire, except as amended by the terms of this Collective Agreement. Seniority for part time employees shall be based on hours worked. A part time employee who has completed the probationary period shall be credited with three hundred and seventy-five hours of seniority. For purposes of this article part time seniority and service shall be calculated on the basis of one year of seniority for each eighteen hundred (1800) hours paid. Any time worked in excess of an equivalent shall be pro-rated.
- 13.05 In cases of promotion, demotions or permanent transfer of employees within their respective Home, the ability and seniority of the employees shall be considered. Where these factors are equal, the applicant with the greatest seniority will be considered, provided that in cases of disciplinary demotion the criteria will be whether there was just cause, not whether the grievor had seniority over some other employee.
- 13.06 Any question having to do with the observance or non-observance of seniority as required by this Agreement may be the subject of a grievance dealt with under the grievance procedure including the arbitration provisions.
- 13.07 (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their departmental seniority. An employee about to be laid off may displace any employee with less seniority in another department, provided the employee exercising the right is qualified, able and willing to perform the work of the employee with less seniority, according to the establishing schedules.

A layoff shall be defined as a reduction in the workforce lasting more than one (1) day, as defined in this Agreement.

- (b) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks' notice. This notice is not in addition to required notice for individual employees.

(c) Lay-Off Procedure

In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required to perform the work.

Any reduction in hours for an employee or group of employees shall be deemed a lay-off for the purposes of Article 13.

- (d) An employee who is subject to lay-off shall have the right to either;
- (i) accept the lay-off, or;
  - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit in a lower classification for which they are qualified as required by law, and can perform the duties of the classification without training other than orientation.
  - (iii) Chain bumping will be allowed.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

(e) Recall Rights

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work.

The job posting procedure, as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of the job posting/s to their last known address.

In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (f) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (g) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (h) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received

after the second day following date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.

- (i) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (j) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months from date of lay-off.

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

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

For these purposes, one (1) year full-time seniority = eighteen hundred (1800) hours of part-time seniority.

(k) Benefits on Lay-off

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

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

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

- (a) one (1) weeks' 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 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 but less than nine (9) years;
- (i) nine (9) weeks' notice in writing to the employee if his or her period of employment is nine (9) years or more but less than ten (10) years;
- (j) ten (10) weeks' notice in writing to the employee if his or her period of employment is ten (10) years or more but less than eleven (11) years;
- (k) eleven (11) weeks' notice in writing to the employee if his or her period of employment is eleven (11) years or more but less than twelve (12) years;
- (l) twelve (12) weeks' notice in writing to the employee if his or her period of employment is twelve (12) years or more.
- (m) Severance pay will be in accordance with the provisions under the Employment Standards Act.

13.09 Employees shall be recalled on the basis of their bargaining unit wide seniority, provided that such employees are fully qualified and willing to do the work which is then available at their respective Home.

13.10 The Union may grieve if the Employer is scheduling a probationary employee for the purpose of preventing completion of the probationary period.

13.11 Technological Change

Technological change will be discussed with the Union thirty (30) days in advance, where possible.

## **ARTICLE 14 – SENIORITY LISTS**

- 14.01 The Employer shall post and supply the union Chief Steward and the S.E.I.U. Union Representative with copies of the seniority list in January and July of each year, showing employees' names, their start date and the number of hours of accumulated seniority. A challenge by an employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting of the seniority list.
- 14.02 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 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 40 Permanent part-time employees. (The pre-determined six (6) month period shall coincide with the pay period ending around June 30<sup>th</sup> and December 31<sup>st</sup> and the re-calculation pro-ration percentage, where applicable, shall apply in August for the pay period ending around June 30<sup>th</sup> and February for the pay period ending around December 31<sup>st</sup>).
- 14.03 Should there be a tie of date of hire of two (2) or more full time employees, the tiebreaker used shall be a lottery.

## **ARTICLE 15 – LOSS OF SENIORITY**

- 15.01 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 and is not reinstated through the grievance process; or
  - (b) Is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
  - (c) Is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
  - (d) Is absent from work for more than thirty-six (36) months by reason of lay-off; or
  - (e) Is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or

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

- (f) failure to notify the Employer of her intention to return to work within five (5) working days of being notified of recall by registered mail, if

unemployed, or within ten (10) working days of being notified of recall by registered mail if employed elsewhere. Registered mail sent to the employee's most recent address on her employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of her current address; or

- (g) Retires

## **ARTICLE 16 – TRANSFERS**

- 16.01 (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.
- (b) If an employee is transferred to a lower job due to a reduction in staff, inability to perform her work as required, at the employee's request or any other reason as determined by the Employer acting within the scope of Article 7, the employee will receive the corresponding rate of her current job for the job to which she was transferred. Job seniority for pay purposes shall include seniority on the job she is being transferred from.
- (c) If an employee is permanently 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.
- (d) Where the Employer assigns an employee to orient a newly hired employee in this bargaining unit during her orientation period, the employee who is training will receive a premium of \$1.50 per hour and the newly hired person will receive a premium of \$1.50 per hour less than the start rate of her classification. These revised payments will apply only during the period of orientation which shall not normally exceed five (5) days. This provision only applies when an SEIU bargaining unit member is assigned to orient a newly-hired employee in this bargaining unit during her orientation period.

### **16.02 Responsibility Allowance Outside the Bargaining Unit**

- (a) When the Employer temporarily assigns an employee to carry out the assigned responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of eight dollars and fifty cents (\$8.50) for each shift from the time of assignment. Effective May 1, 2017 increase to nine dollars (\$9.00) for each shift.



- (b) Where a RN is absent from her normal shift, and the Employer temporarily assigns a RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of eight dollars and fifty cents (\$8.50) for each shift. Effective May 1, 2017 increase to nine dollars (\$9.00) for each shift.
- (c) Where there is neither a RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is a RPN in the building, the above noted allowance will apply to a RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above noted premiums will apply at any one time.

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

16.04 When an employee transfers as stated in Article 16.03 she shall serve a thirty (30) day assessment period. The employee may be returned to her former position if in the opinion of the Employer the employee is not capable of performing the required duties of the new position. In such case the employee shall have access to the grievance procedure if she feels she has been unfairly treated. During the thirty (30) day assessment period, the employee may also assess her new position and during said period shall have the option of returning to her former position.

## **ARTICLE 17 – JOB POSTING**

17.01 (a) In the event new jobs are created or vacancies occur in existing job classifications including new positions which are created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new job(s) or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate of pay, department, approximate start date (if known), initial assignment (shift and floor), before new employees are hired, in order to allow employees with seniority to apply.

The Employer shall as soon as practicable, after the completion of the job posting procedure, post the name and seniority of the successful applicant for at least seven (7) days.

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.

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

(b) Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 16.03. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

In all cases, temporary vacancies shall be filled pursuant to the time limits of the normal job posting procedure

- (c) Part time employees who fill temporary full time positions shall continue to be treated for all purposes as part time employees. However, if the part time employee continues in the temporary position for more than 14 months, and is receiving money in lieu of benefits, the part time employee will be enrolled in the premium based benefits (being full time life insurance, extended health care and dental) and the money in lieu ceases. For any other purpose, the employee continues to be treated for all purposes as a part time employee. When the temporary position ends, the employee returns to her part time position, benefits cease, and money in lieu is reinstated.

17.02 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. All copies of job posting and reports of their finalization are to be submitted to the union office and the chief steward or their designate within seven (7) calendar days.

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

17.03 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

17.04 If no applications are received by 10:00 a.m. of the fifth day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside sources. No external applications will be considered until the internal process is exhausted.

17.05 (a) Until the vacancy identified by the posting is filled, the Employer is free to fill the vacancy on a temporary basis as he sees fit. A person engaged

from outside labour sources to fill the vacancy on a temporary basis will not be included in the bargaining unit during the term of temporary appointment if it does not exceed one (1) month.

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

17.06 The successful applicant shall be placed in the new position for a trial period of three hundred and thirty-seven and one-half (337.5) working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112.5) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

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

17.07 In the event of either 17.06 (a) or 17.06 (b) above, the employee will return to her former position and rate of pay without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to her former position and rate of pay without loss of seniority.

17.08 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.

17.09 Full-time/Part-time Ratio

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

Two or more part-time employees shall not be scheduled to the extent of displacing or replacing, a 7.5 hour shift or part thereof.

Wherever possible, the employer will mesh part-time hours to create full-time positions.

17.10 A copy of the current job description for all bargaining unit positions shall be made available to the Union annually upon request.

- 17.11 If a resident is determined to be routinely aggressive, then staff shall work in pairs at all times when dealing with the resident during care.

## **ARTICLE 18 – BULLETIN BOARDS/PARKING**

- 18.01 The Employer agrees to supply and make available solely to the Union for the posting of seniority lists and Union notices **two (2) bulletin boards** in such place so as to inform all Employees in the bargaining unit of the activities of the Union. **One bulletin Board will be in the Nursing Home and will be used for the Nursing Home seniority list. The second bulletin Board will be in the Retirement Home and will be used for the Retirement Home seniority list.** It is agreed that no notice will be posted on the bulletin board without prior written approval by the Administrator of the Home.
- 18.02 Present parking conditions will continue so long as present facilities are available.

## **ARTICLE 19 – LEAVE OF ABSENCE**

- 19.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants when applying must indicate the date of departure and specify the date of return.
- 19.02 If the leave is granted, the employee shall be advised in writing with a copy to the Union.
- 19.03 Employees who are on leave of absence will not engage in gainful employment while 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 and be deemed terminated unless otherwise agreed by the Union and the Employer.
- 19.04 An employee who has been granted a leave 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.
- 19.05 An employee returning from leave of absence shall have the right to return to her former position. In instances where an employee returns to work prior to estimate date of return, the Employer shall not be liable for payments to the resulting displaced employee(s). The Employer shall notify the incumbent of the temporary vacancy of the return to work of the regular employee as soon as possible. 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.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

- 19.06 To qualify for leave 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.

19.07 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding sixty (60) continuous days or any approved absence paid by the Home, both seniority and service will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended;
- (b) During an absence not paid by the Employer exceeding sixty (60) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended; the benefits concerned appropriately reduced on a pro-rate basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence;
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

(d) Benefits – WSIB or Paid Leave

The employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to thirty-six (36) months following the date of injury.

- 19.08 (a) The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution towards said benefits. It is

understood that the obligation of the Employer to pay the aforesaid benefits while on W.S.I.B. shall continue for up to thirty-six (36) months following the date of the injury.

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

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

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

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

The Administrator shall grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Home. Applicants, when applying, must indicate the date of departure and specific date of return.

19.11 Paid Education Leave

Effective on the same date as the EI Carve out is implemented, the Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a trust fund established by Service Employees' International Union Local 1 Canada.

## **ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE OF ABSENCE**

### Pregnancy & Parental Leave

.01 Preamble

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

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

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

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

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

- (d) Notwithstanding Article .02(b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings (which for part-time Employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) percent of the employee's regular weekly earnings.

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

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

Such payment shall commence after the **one (1)** week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate, including any payment in lieu of benefits

if the employee is in receipt of this payment on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance system, including any payment in lieu of benefits if the employee is in receipt of such payment.

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

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

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment standards Act, unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

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

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

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

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



.08 Credits for service for the purpose of wage increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue, and seniority shall accumulate during the leave.

.09 Upon expiry of seventeen (17) weeks Pregnancy leave, an employee may immediately commence Parental leave, as provided under Article 20.10 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take Parental leave.

.10 Parental Leave

(a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to Parental leave.

(b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

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

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

(e) For the purposes of Parental leave under Article 20.10 Parental leave, all applicable provisions shall apply.

(f) Notwithstanding Article .10(a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

An employee on parental who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time Employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

**When an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.**

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

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

Such payment shall commence after the **one (1)** week employment insurance waiting period (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate, including any payment in lieu of benefits if the employee is in receipt of this payment on her last day worked prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System. Including any payment in lieu of benefits if the employee is in receipt of such payment.

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

## **ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS**

21.01 The employer shall grant leaves of absence to employees to attend Union conventions, seminars, education classes or other Union business. The Union agrees, in making requests for leave of absence, that it will not unduly affect the proper operation of the Home.

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

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year;
- (b) No employee will be granted more than two (2) leaves of absence in any calendar year;
- (c) No leave of absence will be for more than fourteen (14) days;
- (d) Leave of absence will not be requested for more than one (1) employee from any department at any one time;
- (e) The cumulative leave of absence under this Article will not exceed twenty-one (21) days in the calendar year.

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

21.04 For such leave of absence the Union must give fourteen (14) days clear notice to the Employer or twenty-one (21) days clear notice for an absence in excess of one (1) week.

21.05 Union Leave of Absence

Upon application by the Union in writing, the 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) months 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 WSIB coverage, such employees are deemed to be employed by the Union.

21.06 Public Office Election Full-time and Part-time

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 their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their 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.

## **ARTICLE 22 – BEREAVEMENT LEAVE**

- 22.01 (a) Upon the death of an employee's spouse, (to include same sex partner), child, stepchild, legal guardian, parents, step-parents, brother, or sister, an employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.
- (b) Upon the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.
- (c) In the event of a delayed internment, an employee may save any or all of the days identified above without loss of pay to attend the internment.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

## **ARTICLE 23 – JURY AND WITNESS DUTY**

- 23.01 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, the employee shall not lose regular pay because of such attendance, provided that the employee:
- (a) notifies the Employer immediately of the employee's notification that she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer the full amount of compensation received, excluding the mileage, traveling and meal allowance, and an official receipt thereof.
- 23.02 The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

- 23.03 In addition to the foregoing, where an employee 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 Home on her regularly scheduled day off, the Home will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Home is unable to reschedule the employee and, as a result, she is required to attend on a regular day off, she shall be paid for all hours actually spent at such hearing at her regular straight time hourly rate, subject to Article 23.01 and 23.02.

## **ARTICLE 24 – HOURS OF WORK**

- 24.01 The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 24.02 The regular work shift for employees normally employed on a regular basis for thirty-seven and one-half (37.5) hours per week shall be seven and one-half (7.5) working hours per day exclusive of meal period. The seven and one-half (7.5) working hours per day will be worked within an eight (8) hour period.

For those employees unable to leave the building during their lunch and breaks the employer will provide a paid lunch period for the night shift at Orchard Villa.

- 24.03 Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less shall be offered work in accordance with their stated availability, and if the operating requirements of the Home are such that work is warranted. Such employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's period, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of such position, and will not make unreasonable request for additional work by such employees.

However, it is also understood that unreasonable or consistent refusal by such an employee to work additional days upon request may result in disciplinary measures including dismissal, being instituted by the Employer.

- 24.04 Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes however, the entire period shall be considered overtime for the purposes of payment.

## **ARTICLE 25 – OVERTIME**

- 25.01 Overtime shall be paid for all hours worked over seven and one-half (7.5) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1.5x) the employee's regular rate of pay.

- 25.02 In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- 25.03 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work extra three (3) hours overtime at the end of his shift, one (1) free meal will be supplied.
- 25.04 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- 25.05 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this article.
- 25.06 An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, 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 rate.

## **ARTICLE 26 – WORK SCHEDULES**

- 26.01 Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or her designate two (2) weeks in advance of posting. Christmas and New Year's schedule to be posted one (1) month in advance.
- 26.02 All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1.5x) for all hours worked, provided they work the full number of hours scheduled during the two (2) week period except for the circumstances in article 25.06
- 26.03 Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in article 26.02 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- 26.04 The Employer will endeavor to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and change over shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the change over of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change

shifts, the conditions of article 25.02 shall apply in all respects. It is understood that this provision does not apply to employees who are regularly employed twenty-two and one-half (22.5) hours per week or less.

- 26.05 No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however, that the overtime rate of one and one-half (1.5) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shift between employees. The Employer will endeavour to schedule employees who are regularly employed for more than twenty-two and one-half (22.5) hours per week, for no more than six (6) consecutive working days except for employee requests.
- 26.06 The Employer will endeavour to schedule every other weekend off except for employee requests or exchange of weekend shifts by employees in accordance with article 25.02. It is understood that this provision does not apply to employees who are regularly employed for twenty-two and one-half (22.5) hours per week or less.
- 26.07 (a) For the purpose of defining weekends, holiday pay, etc., the parties agree that the first shift of the day is the one that commences at or about 2300 hours, and a weekend shall be from Friday 2300 hours to Sunday 2300 hours.
- (b) Those employees working the night shift, when the change from daylight savings time to standard time or visa versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

## **ARTICLE 27 – LUNCH OR MEAL PERIODS**

- 27.01 Each employee working a shift of five (5) or more hours in a day shall be allowed one (1) thirty (30) minute unpaid meal period. Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.

## **ARTICLE 28 – RELIEF PERIODS**

- 28.01 Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length:

- Up to, and including 5.5 hours
- More than 5.5 hours

Breaks:

- 1 - 15 minute break
- 2 - 15 minute breaks

- 28.02 Should an employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.

## **ARTICLE 29 – MINIMUM REPORTING ALLOWANCE**

- 29.01 If an employee reports for work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate, provided that:
- (a) the employee has not been previously notified by the Employer to the contrary;
  - (b) if requested by the Employer, the employee shall perform a minimum of four (4) hours such available work as the Employer may assign;
  - (c) the employee has kept the Employer informed of her current address and telephone number;
  - (d) the employee was scheduled to work a minimum of four (4) hours.
- 29.02 Article 29.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupts the operation of the Home, or circumstances beyond the control of the Employer, nor shall it apply to employees returning to work without notice after absence.

## **ARTICLE 30 – CALL BACK AND CALL IN**

- 30.01 (a) When an employee is called back to work after leaving the Home premises upon completion of her shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1.5x) her 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 or to employees who are regularly employed twenty-two and one-half (22.5) hours per week or less and whose regular assignment includes a call back.
- (b) Where a second call takes place after the four (4) hours elapsed from the time of the first call, it shall be subject to a call back premium, but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.
- 30.02 (a) "Call In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1.5x) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.



- (c) Where the call in is requested within one-half (.5) 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.
- (d) If the employee reports for work within one and one-half (1.5) hours of the request for call in, then the Employer will guarantee a minimum of four (4) hours work.
- (e) It is up to the employee to notify the employer of their availability in writing.
- (f) Call in shifts will be offered on a rotating basis that is fair and equitable in all departments.

## **ARTICLE 31 – PAY DAYS**

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

Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second Thursday after each pay period ends.

31.02 (a) Wages shall be paid by automatic bank deposit into employees' bank accounts at no cost to employees on applicable Thursdays on a bi-weekly basis. Pay stubs shall be handed out on the employees' shifts, and shall be available at the reception desk prior to payday.

(b) The Employer shall provide all pay cheques, or in the case of a direct deposit system, all pay notices (stubs), in a personalized sealed envelope for each employee.

(c) Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by forty (40) dollars or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a repayment equal to four (4) hours of the employees net earnings.

- (d) If an employee fails to provide proper bank deposit information on the required form when a change is made, duplicate funds will not be issued to the employee until the company's bank has traced and verified recovery of said funds. If a deposit information error is made by the Employer, article 31.02(c) will apply.
  - (e) Sickness credit hours accrued will be shown on pay statement
  - (f) Vacation money accrued will be shown on pay statement
- 31.03 (a) Upon termination or lay-off, the employee will be paid her final pay and her vacation pay on the regular payday for that pay period within which she terminated or was laid off.
- (b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

**ARTICLE 32 – PAID HOLIDAYS**

- 32.01 (a) Employees who are regularly employed more than twenty-two and one-half (22.5) hours per week, shall receive the following holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One (1) Float Day

- (b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

- 32.02 (a) Employees who are regularly employed for twenty-two and one-half (22.5) hours or less, shall receive the following holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	One (1) Float Day

One (1) "Float" paid holiday for full-time and part-time employees to be taken on the employee's Birthday, or within 45 days following the day.

- (b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

32.03 An employee shall qualify for holiday pay if:

- (i) she had worked her full scheduled shifts immediately preceding and immediately following the holiday, unless the employee is absent from the immediate preceding and/or following shift due to illness verified by a medical doctor's certificate;

The employee will be eligible for one (1) day's holiday during any one (1) period of illness, except at the Christmas and New Years' period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days. Employees so entitled may claim sick leave for subsequent holidays during the extended illness.

- (ii) she has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the paid holiday.

32.04 Holiday pay for part time employees will be paid based on a proration formula. The calculation of the proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 950 and then multiplying by 100.

The predetermined six (6) month period and average hours paid will be calculated as per Article 14.02.

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

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

32.06 An employee who is required to work on any of the above mentioned holidays, in addition to her holiday pay, will be paid at the rate of one and one-half (1.5x) times her regular rate of pay.

Said employees will be required to take a day "in lieu" of the holiday within sixty (60) days following the holiday, and will be paid for the holiday in the pay period in which she takes the holiday. Employees are those who are regularly scheduled to work more than eight (8) shifts in a bi-weekly period.

Full-time employees who qualify for a lieu day pursuant to the collective agreement may elect to accumulate up to a maximum of three (3) lieu days in any year.

Such accumulated lieu days shall not be used for the purpose of extending vacation entitlement. An employee who wishes to accumulate an earned lieu day for a given stat must notify her supervisor in writing, one (1) week prior to the posting of the schedule in which the stat falls.

With the exception of lieu days which may be earned during Christmas and New Year's, all lieu days shall be requested such that they are taken prior to November 30<sup>th</sup>, failing which the Employer may schedule such lieu days at its discretion, or authorize payment for same, at the Employer's option. Employees will make any request to utilize a lieu day at least one (1) week in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer given due consideration for the safe and efficient operation of the nursing home. Such request shall not be unreasonably denied.

- 32.07 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 32.04
- 32.08 If one of the above named holidays occurs on a regular day off or during the vacation period of an employee who regularly is employed more than twenty-two and one-half (22.5) hours per week, the employee shall receive an additional day off "in lieu" thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the Supervisor, or the employee shall receive a day's pay. The resolution of this issue shall be made by mutual agreement between the employer and the employee.
- 32.09 For purposes of clarifying 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.
- 32.10 There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.
- 32.11 When a paid holiday occurs during a period of serious illness requiring the employee to be an in-patient in a hospital, as verified by a doctor's certificate, the period of such hospitalization shall be considered sick leave; the Employee will receive an additional day's pay or a compensation day off with pay, following her return to work, "in lieu" of the paid holiday.

### **ARTICLE 33 – VACATION**

- 33.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1<sup>st</sup> of any year to June 30<sup>th</sup> of the following year. For the purposes of this article gross earnings shall include all earnings from the previous year including, but not limited to, vacation payments.

- (b) For part time employees, for the purposes of vacation entitlement accrual only, one (1) year = 1800 hours paid.
- 33.02
- (a) The periods at which employees shall take vacation shall be based on the selection by the employees on a first ask/first choice basis in each department, but shall be finally determined by the Administrator, having due concern for the proper operation of the Home.
  - (b) An employee who wishes a vacation between June 1<sup>st</sup> and September 1<sup>st</sup> must apply to her department head by April 30<sup>th</sup> of the same year or vacation for that period will be granted on a seniority basis rather than on a first ask/first choice basis.
  - (c) The Employer agrees to make available from March 1<sup>st</sup> a vacation request sheet for the summer months. A confirmed vacation schedule shall be posted on the employee bulletin board by May 30<sup>th</sup>.
  - (d) For employees requesting vacation outside the period June 1 to September 1, the Employer will respond approving or denying such request in a reasonable timeframe.
- 33.03
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation, which is deemed to be sick leave under the above provision, will not be counted against the employee's vacation credits.
- It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.
- 33.04
- Vacations are not cumulative from year to year and all vacations must be taken in the vacation year for which they are given. Employees shall not waive vacation and draw double pay.
- 33.05
- Employees who have not completed their probationary period as of June 30<sup>th</sup> will receive four percent (4%) of their gross earnings during the vacation year.
- 33.06
- (a) Employees who are regularly employed for more than twenty-two and one-half (22.5) hours per week and who have completed their probationary period as of June 30<sup>th</sup> will be granted one (1) days' vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
  - (b) Employees who are regularly employed twenty-two and one-half (22.5) hours per week or less, who have completed four hundred and eighty-seven and one-half (487.5) hours but less than eighteen hundred (1800) hours as of June 30<sup>th</sup> will be granted one (1) days' vacation for each

twenty-one (21) shifts of service to a maximum of ten (10) working days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

33.07 Employees with one (1) year of service on or before June 30<sup>th</sup> of the current year shall receive two (2) weeks vacation at their current rate.

33.08 (a) Employees with three (3) years of service on or before June 30<sup>th</sup> of the current year shall receive three (3) weeks vacation at their current rate.

(b) Employees with eight (8) years of service on or before June 30<sup>th</sup> of the current year shall receive four (4) weeks vacation at their current rate.

(c) Employees with fifteen (15) years of service on or before June 30<sup>th</sup> of the current Year shall receive five (5) weeks vacation at their current rate.

(d) Employees with twenty-three (23) years of service on or before June 30<sup>th</sup> of the current year shall receive six (6) weeks' vacation at their current rate.

(e) Employees with twenty-eight (28) years of service on or before June 30<sup>th</sup> of the current year shall receive seven (7) weeks vacation at their current rate.

(f) If an Employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with article 33.10 (g) below.

Employees who are regularly scheduled to work more than sixty-six (66) hours but less than seventy-five hours bi-weekly, vacation entitlement shall be based on provisions for employees regularly working seventy-five (75) hours.

(g) All Employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis, shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with their vacation entitlement for Employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

3 weeks entitlement 6%  
4 weeks entitlement 8%  
5 weeks entitlement 10%  
6 weeks entitlement 12%  
7 weeks entitlement 14%  
8 weeks entitlement 16%

(h) Employees with thirty-five (35) years of service on or before June 30<sup>th</sup> of the current year shall receive eight (8) weeks' vacation at their current rate.

- (i) Part-Time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1800 hours paid equals one (1) year of service.
- 33.09 Vacation pay for an employee regularly scheduled seventy-five (75) hours bi-weekly, provides for weeks vacation at their current rate, as outlined in Article 33.08
- 33.10 Employees who have lost their seniority and have terminated their employment as set out in Article 15 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.
- 33.11 (a) An employee who is regularly employed more than twenty-two and one-half (22.5) hours per week will be allowed vacation during the Christmas period on a rotating seniority basis, provided replacement staff who are regularly employed twenty-two and one-half (22.5) hours per week or less are available.
- (b) The Employer may grant vacation during Christmas/New Year's period to a maximum of two (2) employees (maximum of three (3) employees in homes with 120 beds or greater, and a maximum of four (4) employees in homes with 160 beds or greater) in the entire bargaining unit, on a rotating seniority basis, subject to the following
- (i) There are replacement staff who are available to fill in during this period;
  - (ii) notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the Collective Agreement, or at least six (6) month's notice if no cut-off date exists in the Collective Agreement;
  - (iii) Employee's request to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Home.
- 33.12 Vacation pay will be paid to all employees on a regular payday in advance of their vacation and such vacation pay shall be paid by separate cheque.

## **ARTICLE 34 – SICK LEAVE**

NOTE: Subject to and effective as soon as practically possible after confirmation by the E.I. Commission.

The Employer must file the Record of Employment within five (5) days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 36.11

- 34.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
- (a) Absence for injury compensable under the provision of the Workplace Safety Insurance Act shall not be charged against sick leave credits.
  - (b) Current Employees who retained sick credits as per the arrangement agreed to prior to the introduction of the Weekly Indemnity Plan will be allowed to use those credits, if applicable, to supplement weekly indemnity benefits if they are required, to full regular base earnings.
  - (c) Full Time 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 calendar week during any one illness.
  - (d) The employee shall apply for E.I. sick leave for weeks **2** through **16** of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 $\frac{2}{3}$ ) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 $\frac{2}{3}$ ) percent of her straight time wages for weeks **2** through **16** of any personal illness or injury, but shall not be eligible for benefits under (e) below.
  - (e) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks **17** through 35 of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds (66 $\frac{2}{3}$ ) percent of scheduled straight-time wages lost.
  - (f) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost 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. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
    - (i) Weekly Indemnity participation is voluntary for all employees.
    - (ii) Employees will be advised of their options, in writing, and will make their initial choice regarding participation at time of hire, within the eligibility period.



- (g) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in June of each year to be effective September, subject to evidence of insurability satisfactory to the carrier.
- (h) Notwithstanding (g) above;
  - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period;
  - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting;
  - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater above the prorata period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.
  - (iv) The Employer may request proof of disabling accident or sickness reasonably acceptable to the Administrator or Director of Care. The Employer shall exercise discretion in making such requests.
    - (a) for any absence in excess of two (2) days;
    - (b) for the fourth (4<sup>th</sup>) and succeeding illness in the sick leave year as determined by HRDC.

Failure to provide this certificate as requested may result in loss of sick leave benefits for that period of illness.

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

- (i) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least three (3) hours prior to the commencement of the shift, unless impossible. An employee who will be absent on the day shift due to personal illness will endeavor to notify the Employer by 22:00 the evening prior, but in no event less than one and one-half (1&1/2) hours prior to the commencement of the shift, unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

- (j) An employee who is absent due to a 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 20.07.
- (k) If an employee becomes ill during her shift and is unable to complete her shift, she will be paid for the balance of her shift out of the accumulated sick leave credits.

34.02 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 examination will be on the employee's time or during working hours by the Home's physician.

34.03 If an 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.

34.04 When a full-time employee transfers to part-time or when part-time employee transfers to full-time, their sick leave shall transfer with them.

## **ARTICLE 35 – INJURY AND DISABILITY**

35.01 Where an employee is absent due to illness or injury, which is compensable by WSIB, the following shall apply:

- (a) The employee will be eligible for benefits in accordance with the WSIA.
- (b) If a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.

35.02 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 17) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

35.03 The injured employee shall have a period of thirty-six (36) months 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 WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

- 35.04 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB 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. This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in article 35.03 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Articles 35.01(a) and 35.03. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning).
- 35.05 If on the recommendation of the WSIB 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, and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification. This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.
- 35.06 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 35.07 In the event that the Employer challenges a WSIB 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 WSIB for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WISB if her claim was approved, or the benefit she would receive from WSIB. if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan under Article 34. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payment will be refunded to the Employer following final determination of the claim by the WSIB.

If the claim for the WSIB is not approved, the monies paid, as an advance will be applied towards the benefits to which the employee would be entitled under the Sick Leave Plan, Article 34.

Any payment under this provision will continue for a maximum duration equal to that of the Weekly Indemnity Plan.

## **ARTICLE 36 – HEALTH, INSURANCE BENEFITS AND PENSION PLAN**

NOTE: BENEFITS CHANGES ARE EFFECTIVE THE FIRST OF THE MONTH FOLLOWING RATIFICATION

- 36.01 The Employer agrees to pay 100% of the Ontario Health Tax.
- 36.02 The Employer will pay one hundred percent (100%) of the premium cost of a Life Insurance Plan for full-time employees to provide thirty thousand (\$30,000.) dollars coverage for each employee who has completed her probationary period.
- 36.03 The benefits listed below are for full-time employees only and include same sex spouse as being eligible to be a dependent for insured benefits.
- 36.04 The Employer will pay one hundred percent (100%) of the billed single/family premium rate, whichever is applicable, for an Extended Health Care Plan. (\$10.-\$20. deductible, no co-insurance) for employees covered by this Agreement who have completed their probation period and who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute, except that if the employee becomes the primary breadwinner, the Employer will commence single/family coverage as applicable. It is understood that the drug benefit coverage of the Extended Health Care Plan is on the basis of payment for all medication, which legally require a prescription, by an authorized medical practitioner and product selection (i.e. approved interchangeable generic drugs).
- 36.05 The Employer will pay one hundred percent (100%) of the billed single/family premium, whichever is applicable, for a Vision Care Plan with a benefit limit of two hundred dollars (200.00) every twenty-four (24) months for employees who have completed their probationary period and who are participating in the Extended Health Care Plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute. Effective November 1, 2015 the Vision Care Plan will increase to two hundred and fifty dollars (\$250.00) for every twenty four (24) months. Effective date of ratification increase benefit to \$275 including coverage for eye exam, laser eye surgery and contact lenses. Effective May 1, 2018 increase benefit to \$300, including coverage for eye exam, laser eye surgery and contact lenses.
- 36.06 The Employer will pay one hundred percent (100%) of the premium cost of the weekly Indemnity Insurance Plan (subject to Article 39).
- 36.07 The Employer will pay fifty percent (50%) of the billed single/family premium; whichever is applicable for Dental Plan #9 or equivalent for employees who have completed their probation period and who participate in the plan. If an employee is other wise covered, the Employer shall not be obligated to contribute. O.D.A. rates will be based on a one (1) year lag. Effective with the first day of the second month following ratification, the Dental Plan will be amended to reflect that Fluoride treatments will be covered only for persons under the age of 18 years, and that recall is on a nine (9) months basis for persons 18 years and older.

### 36.08 Benefit Enrolment Requirements

Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-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 - \*\$200.00 maximum benefit/covered person.
- (c) E.H.C.
  - (i) Drugs - \*\$150.00 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.

36.09 Where the Employer requires the employee to be examined by the Employer's doctor, the Employer will pay any doctor's fee or for a doctor's certificate not covered by major medical or O.H.I.P., and will pay the employee for the time.

### 36.10 Change of Carrier

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 honoring any claims are a matter between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier. "A minimum of thirty (30) days notice prior to substituting carriers".

### 36.11 Benefit Grievance Resolution

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

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

- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limits, then the grievance shall be referred to a single arbitrator
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Norm Jesin and Laura Trachuk
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or a right of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, the grievance shall be transferred to the ordinary grievance/arbitration process.

36.12 The Employer will notify the Union if it intends to change the Insurance Carrier.

36.13 The Employer's contribution for premiums as described above for employees who are normally employed on a regular basis for less than thirty-seven and one-half (37.5) hours per week will be prorated according to Article 40.

## **ARTICLE 37 –THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN**

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

“Plan” means the Nursing Home and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

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

.02 Each eligible employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the employee pays the matching amount.

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

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

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that tinder current pension legislation, and/or regulations, the Employer has no requirement to fund any

deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

For further specificity, the items required for each eligible employee are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire  
Date of Birth  
Date of First Remittance  
Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(ii) To Be Provided with each Remittance

Name  
Social Insurance Number  
Monthly Remittance  
Pensionable Earnings



The Employer portion of arrears owing due to error, or late enrolment by the Employer.

(iii) To Be Provided On

Address as provided to the Home once when the Employee joins the plan, and annually for all Employees in October of each year.  
Termination date when applicable

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

Gender  
Marital Status

.06 If there is an allegation of non payment of pension contributions, the Union will file a grievance.

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 37 will be directed to a Mutual Fund of the employee's choice.

## **ARTICLE 38 – UNIFORM ALLOWANCE**

38.01 A uniform allowance will be paid by the Employer in the amount of 7.5 cents per hour, based on hours worked to all employees in the bargaining unit for the purchase, laundering and repair of uniforms. Such amount will not form part of the regular hourly rate, nor will it be for purposes of overtime and paid holiday premiums. This amount will be paid in a lump sum once annually.

38.02 The payment to permanent part-time employees will be prorated on the basis of Article 40.

38.03 Employees in the Nursing Home section shall wear uniforms that are not translucent. Employees who have a religious obligation to wear white will be allowed, however they must notify the administrator or General Manager.

## **ARTICLE 39 – RATES OF PAY AND PREMIUMS**

39.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay. (Please note: Schedule A will reflect what is actually present in the collective agreement in terms of a wage schedule).

The terms "regular pay" and "straight Pay" when used in this Agreement shall mean the amounts indicated in the wage classification contained in Schedule "A".

39.02 Wage Progression

Employees within their classification will progress on the wage grid on completion of the hours as specified in Schedule "A". Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the W.S.I.B. Act, Employment Insurance or Weekly Indemnity Plan shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their classification. For the purpose of this provision one (1) year shall equal 1950 hours.

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

39.04 Shift Premium

All employees who are required by the Employer to rotate over two or more shifts shall receive a premium of twenty-one cents (\$0.21) 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, and said premium will not form part of the employee's straight time hourly rate.

**Effective date of ratification, all employees shall receive a night shift premium of twenty-five cents (\$.25) per hour for all hours worked between 2300 and 0700 hours.**

39.05 Weekend Premium

Effective the first full pay period following ratification, the weekend premium will be increased to thirty cents (\$0.30). Effective May 1, 2017, the weekend premium will be increased to thirty-five cents (\$0.35). Weekend premium is payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

- 39.06 a) In-services that are required by the employer shall be offered at least once during the day, evening and night shift for the nursing home, and day and evening for the retirement home
- b) Where an employee is required by the Employer to attend a mandatory in-service outside of their working hours, that employee will be paid for the time spent in such in-service in accordance with the collective agreement. However the employee will be required to work the remainder of the four (4) hours after the in-service is finished if they wish to be paid for the whole time.
- c) The employer may offer in-services or training opportunities to employees outside of their regularly scheduled working hours that are not mandatory. Attendance at such in-services may not be required, however, to encourage attendance the employer may at its sole discretion, pay employees at their regular straight time hourly rate.

## ARTICLE 40 – PRO-RATA EMPLOYEE BENEFITS

Based on employees in the employ of the Employer at time of ratification of this Agreement.

### 40.01 New Hires

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

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

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

- 40.02 On the basis of the average hours paid, as determined by calculation under Article 14.02, the Employer will pay the percentage of premiums specified in Article 36 for health and welfare benefits for employees who are regularly employed for less than thirty-seven and one-half (37.5) hours per week, who participate in the plans. Employees may elect at the time of hire to enroll in any or all of the group insurance plan(s) as described in Article 36, subject to any waiting periods or other conditions of the plan(s).

The pro-rata percentage for present employees will be based on a calculation of average hours paid over the past six (6) months, such calculation to be completed at the time of ratification of the Agreement.

- 40.03 (a) Employees working fifteen (15) hours or less bi-weekly will receive ten (10%) percent of the Employer paid share of the health and welfare premiums.
- (b) Employees working more than fifteen (15) hours bi-weekly and up to and including thirty (30) hours bi-weekly will receive twenty (20%) percent of the Employer paid share of the health and welfare premiums.
- (c) Employees working more than thirty (30) hours bi-weekly and up to and including forth-five (45) hours bi-weekly will receive forty (40%) percent of the Employer paid share of the health and welfare premiums.
- (d) Employees working more than forty-five (45) hours bi-weekly and up to and including fifty-two (52) hours bi-weekly will receive fifty (50%) percent of the Employer paid share of the health and welfare premiums.

- (e) Employees working more than fifty-two (52) hours bi-weekly and up to and including sixty-six (66) hours bi-weekly will receive seventy-five (75%) of the Employer paid share of the health and welfare premiums.
- (f) Employees working more than sixty-six (66) hours bi-weekly will receive one hundred (100%) percent of the Employer paid share of the health and welfare premiums.
- (g) Permanent part-time employees shall receive pay for each day of sick leave, paid holiday and uniform allowance as stipulated in this Agreement, in accordance with the percentage outlined in paragraphs (a), (b) and (c) above.

40.04 (a) Hours paid in calculating pro-ration formula will include Workers' Compensation and Weekly Indemnity;

(b) When an employee is on:

- (i) Maternity leave;
- (ii) Adoption leave;
- (iii) Approved paid leave of absence in excess of thirty (30) continuous calendar days.

Pro-ration upon return shall be based on the percentage in effect prior to commencement of the leave.

#### 40.05 Payment In Lieu of Benefits

For Employees regularly scheduled for sixty-six (66) hours or less bi-weekly.

Part-time employees, upon completion of probationary period of employment, will receive forty-five cents (\$0.45) per hour in lieu of Extended Health Coverage (Semi-private if any), hearing, Vision, Drugs and other extended health benefits, Dental plan, sick leave and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of fifteen thousand (\$15,000) dollars.

The above-noted ninety (90) day qualifier will not apply to part-time Employees now receiving in lieu payments.

40.06 Holiday and vacation time 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.

40.07 For the purpose of clarification 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 (100%) percent of the Employer's paid share of premiums and benefits.

40.08 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 36.02 & 40.05a – reduce life insurance by 50%
- 36.04 – Extended Health
- 36.05 – Vision Care
- 36.07 – Dental
- 36.08c (iii) – Hearing
- 40.00 – Prorata Formula
- 36.06 – First two weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive \$0.20 in lieu, plus the sick leave accrual application to part time employees. Any such employee who works past age 70 and was employed by the Employer as of the date of the last Memorandum of Settlement respecting the 2004-2007 collective agreement shall have the option of choosing either the \$0.20 in lieu provision (with the part time sick leave, but without life insurance) or the preexisting in lieu provision, if any.

#### **ARTICLE 41 – PRINTING**

41.01 The Employer and the Union share equally in any cost of printing the Collective Agreement.

#### **ARTICLE 42 – HEALTH AND SAFETY**

42.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

(b) The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of ratification. Such policies will be reviewed by the Joint Health and Safety Committee.

42.02 A joint management and employee health and safety committee shall be constituted with representation of at least half by Employees from various bargaining units and of Employees who are not by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

- 42.03 Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate.
- 42.04 A worker shall,
- (a) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
  - (b) Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
  - (c) Report to his or her Employer or supervisor the absence of, or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
  - (d) Report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.
- 42.05 Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.
- 42.06 The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.
- 42.07 Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing the workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative, if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.
- 42.08 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee

and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- 42.09 The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s. 51, s. 52, and s. 53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

**The Parties shall post a list of Health and Safety representatives. The Employer will post minutes from Health and Safety meetings in the workplace as they become available.**

- 42.10 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

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

42.12 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

#### 42.13 Day of Mourning

Each year on April 28 at 11:00 am, one minute of silence shall be observed in memory of workers killed or injured on the job.

#### 42.14 The Employer shall:

- (i) Inform employees of any situation relating to their work, which may endanger their health and safety as soon as it learns of the said situation.
- (ii) Inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
- (iii) Ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.
- (iv) The Employer will use its best efforts to record and report all needle sticks and sharps incidents.

#### 42.15 A worker shall:

- (a) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) Use or wear equipment, protective devices or clothing that the worker's Employer required to be used or worn;
- (c) Report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) Report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.



42.16 Employment of Disabled Workers

The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

42.17 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

42.18 Infectious diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the Nursing Home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment and disposal of hazardous waste.

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

It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

42.20 The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in workplaces, including, but not limited to:

- Musculoskeletal Injury Prevention
- Needle Stick Injury Prevention
- Personal Protective Equipment
- Training designed to ensure competency under the Act for those persons with supervisory responsibilities

#### 42.21 No Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

### **ARTICLE 43 – RETROACTIVITY**

43.01 Retroactivity for wages shall be paid within thirty (30) days following notice to the Employer of ratification, to all employees on the basis of all hours paid as of the pay period closest to ratification on a separate deposit. Statutory deductions will be adjusted so that the employee is not liable for the retroactivity as if it were paid in a two-week period.

43.02 If an employee shall have terminated her employment since the expiry date of the Agreement, the Employer shall advise the employee of any monetary entitlement by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due him/her.

### **ARTICLE 44 – RENEWAL, AMENDMENT AND TERMINATION**

44.01 This Agreement shall be effective from May 1, **2019** and shall continue in effect until April 30, **2022** and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

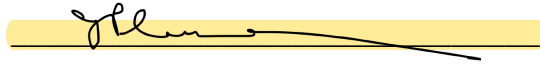
44.02 If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations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

IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives

On this 15th day of Novemeber, 2021.

FOR THE EMPLOYER

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA



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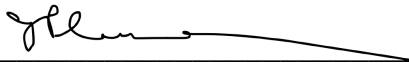
**LETTER OF UNDERSTANDING #1**

Re: Transportation

Employees will not be required to use their personal vehicle to transport residents as part of their obligation of their work at the Home.

On this 15th day of November, 2021.

FOR THE EMPLOYER

  
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FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA

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**LETTER OF UNDERSTANDING #2**

BETWEEN

COMMUNITY LIFECARE INC.

C.O.B. AS C.H.N. PICKERING, ONTARIO

THE EMPLOYER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

RE: RETIREMENT HOME/NURSING HOME

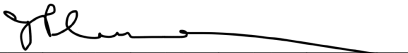
The Union and the Employer agree that there shall be no bumping by Employees between the Nursing Home and Retirement Home, and visa versa.


Each Home will maintain separate seniority lists and said lists will be posted on the Union's notice board with copies provided to the Union and Chief Steward, as required.

On this 15th day of November, 2021.

FOR THE EMPLOYER

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA

  
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**LETTER OF UNDERSTANDING #3**

BETWEEN

COMMUNITY LIFECARE INC.

C.O.B. AS C.H.N. PICKERING, ONTARIO

THE EMPLOYER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

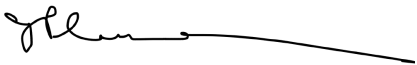
RE: RETIREMENT HOME/NURSING HOME

The Union and the Employer agree to work collaboratively to staff the home in a manner that promotes consistency of staffing and supports the Ministry of Health and L.H.I.N.'s "Residents First" initiative.

The parties shall meet and deal with the implementation of consistency of staffing of the home at a scheduled Labour Management Meeting.

On this 15th day of November, 2021.

FOR THE EMPLOYER

  
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FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA

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**LETTER OF UNDERSTANDING #4**

BETWEEN

COMMUNITY LIFECARE INC.

C.O.B. AS C.H.N. PICKERING, ONTARIO

THE EMPLOYER

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

The following employees will continue to 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):

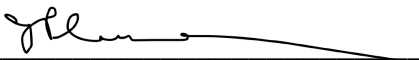
Fariba Katebian  
Felician Vedette  
Mariam Kelly  
John Sullivan

Providing credits are available, employees will be eligible to claim [to be determined based on resolution of 34.01(c)] of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness. Only the number of hours that the part time employee was scheduled to work on the day of the illness will be paid sick time.


The Union can provide the employer will additional names, and if such employees had elected to remain status quo prior to 2004 with respect to sick leave credits, such employees would also be entitled to accumulate sick leave credits as per the above.

On this 15th day of November, 2021.

FOR THE EMPLOYER

  
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FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA

  
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### SCHEDULE "A"

Classification	Step	Expired Rate	1-May-2019	1-May-2020	1-May-2021
			1.50%	1.50%	1.50%
PSW	Start	\$20.45	\$20.76	\$21.07	\$21.38
	1 Year	\$21.00	\$21.32	\$21.63	\$21.96
	2 Years	\$21.57	\$21.89	\$22.22	\$22.56
HOUSEKEEPING, LAUNDRY, FOOD SERVICE WORKER	Start	\$20.04	\$20.34	\$20.65	\$20.96
	1 Year	\$20.60	\$20.91	\$21.22	\$21.54
	2 Years	\$21.16	\$21.48	\$21.80	\$22.13
COOK I	Start	\$21.94	\$22.27	\$22.60	\$22.94
	1 Year	\$22.56	\$22.90	\$23.24	\$23.59
	2 Years	\$23.06	\$23.41	\$23.76	\$24.11
COOK II	Start	\$21.16	\$21.48	\$21.80	\$22.13
	1 Year	\$21.70	\$22.03	\$22.36	\$22.69
	2 Years	\$22.28	\$22.61	\$22.95	\$23.30
RPN	Start	\$25.96	\$26.35	\$26.74	\$27.15
	1 Year	\$26.54	\$26.94	\$27.34	\$27.75
	2 Years	\$27.05	\$27.46	\$27.87	\$28.29
VOLUNTEER/ COORDINATOR	Start	\$23.32	\$23.67	\$24.02	\$24.39
	1 Year	\$23.93	\$24.29	\$24.65	\$25.02
	2 Years	\$24.45	\$24.82	\$25.19	\$25.57
VILLA ATTENDANT	Start	\$20.12	\$20.42	\$20.73	\$21.04
	1 Year	\$20.68	\$20.99	\$21.31	\$21.62
	2 Years	\$21.26	\$21.58	\$21.90	\$22.23
O.T. AIDES	Start	\$21.48	\$21.80	\$22.13	\$22.46
	1 Year	\$22.05	\$22.38	\$22.72	\$23.06
	2 Years	\$22.64	\$22.98	\$23.32	\$23.67
HANDY PERSON	Start	\$21.15	\$21.47	\$21.79	\$22.12
	1 Year	\$21.70	\$22.03	\$22.36	\$22.69
	2 Years	\$22.28	\$22.61	\$22.95	\$23.30
RECEPTIONIST	Start	\$20.24	\$20.54	\$20.85	\$21.16
	1 Year	\$20.79	\$21.10	\$21.42	\$21.74
	2 Years	\$21.46	\$21.78	\$22.11	\$22.44



MAINTENANCE	Start	\$21.54	\$21.86	\$22.19	\$22.52
	1 Year	\$23.15	\$23.50	\$23.85	\$24.21
	2 Years	\$23.68	\$24.04	\$24.40	\$24.76
ACTIVATION	Start	\$20.24	\$20.54	\$20.85	\$21.16
	1 Year	\$21.75	\$22.08	\$22.41	\$22.74
	2 Years	\$22.28	\$22.61	\$22.95	\$23.30

Effective Year 2, Dietary Aides who have completed a college Food Service Worker training position as contemplated by Section 78(1) of Ontario Regulation 79/10 under the Long Term Care Homes Act will receive ten cents above their prevailing rate.

Probationary Rate: Employees will be paid a probationary rate of twenty (\$0.20) cents per hour less than the start rate above.

Retroactive payments shall be made as per Article 43 of the collective agreement.

RE: Recognition of Previous Experience – RPN's Only


The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

Dated at Pickering, Ontario this 15th day of November, 2021.

FOR THE EMPLOYER

  
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FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION  
LOCAL 1 CANADA

  
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