

COLLECTIVE AGREEMENT

BETWEEN

DIVISION OF BRODIE NURSING HOMES LTD. CARRYING ON
BUSINESS AS OAKWOOD PARK LODGE
(OAKWOOD DRIVE, NIAGARA FALLS)
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
CHARTERED BY THE S.E.I.U., AFFILIATED
TO THE C.L.C.
(HEREINAFTER REFERRED TO AS THE "UNION")

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ARTICLE 1 – PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Division of Brodie Nursing Homes Ltd. carrying on business as Oakwood Park Lodge (Oakwood Drive, Niagara Falls) and its Oakwood Park Lodge, Niagara Falls, save and except professional medical staff, registered nurses, graduate nurses and undergraduate nurses, supervisors, persons above the rank of supervisor, office staff, employees employed on an on-the-job training programme in association with Canada Manpower or a Community College, persons regularly employed for not more than 24 hours per week and students employed during the school vacation period.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.
- 2.04 The Union and the Employer agree to abide by the Ontario Human Rights Code.

ARTICLE 3 - UNION SECURITY

- 3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non- membership in the Union.
- 3.02 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- 3.03 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on

or before the 25th day of the month in which they were deducted. The Employer shall provide the address of new employees on the first check off.

- (a) 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.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.

3.04 The Employer shall send each month to the Union office the names and addresses of all employees who have completed their probationary period in that month. It is mutually agreed that a Union Representative shall be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of informing such employee of the existence of the Union in the Nursing Home, and presenting such employee with a copy of the collective agreement. Furthermore, a Union Representative of the Joint Health and Safety Committee shall also meet at this time to inform the new employee about the workings of the Health and Safety Committee at the Facility. Both such meetings shall not exceed 15 minutes total in length.

3.05 (a) **All** Employees who are in the employ of the Employer at the signing date if 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 be subject to regular monthly 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 their first month of hire.

The nursing home shall provide monthly dues in electronic format on a template provided by the Union if possible.

- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made. The home shall provide such information in electronic format on a template provided by the Union, if possible.
- (c) The Employer will supply the Union with the name, current address, classification, social insurance number, phone number and other relevant information for all employees with the each dues remittance. The home shall provide such information by electronic format on a template provided by the Union, if possible.
- (d) The employer shall provide the Union Stewards with a copy of the names of

all employees who have left the employ of the employer on a monthly basis.

Note: All information requested by the Union shall be in accordance with PHIPA.

ARTICLE 4 - NO STRIKES OR LOCK-OUTS

4.01 In view of the orderly procedures established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees, that, during the lifetime of this Agreement there will be no strike, picketing, slowdown, either complete or partial, and the Employer agrees that there will be no lock-out.

4.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in The Labour Relations Act R.S.O. 1970, c.232 as amended by S.O. 1975, c.76.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer:

- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Centre;
- (b) to maintain order, discipline, efficiency and, in connection therewith to establish and enforce reasonable rules and regulations, copies of which will be supplied to the Union;
- (c) to hire, transfer, lay-off, re-call, retire, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules and the increase or the reduction of personnel in any particular area.

ARTICLE 6 – LABOUR MANAGEMENT COMMITTEE AND STEWARDS

6.01 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 will apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.

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

The Employer agrees prior to the introduction of any new policy or procedure related to 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.

6.02 CMI/RAI MDS 2.0 Language

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 the annual CMI/RAI MDS 2.0 results. The Employer agrees to provide the Union Representative 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.

6.03 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 renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

- 6.04 The Nursing Home members of the Negotiating Committee, numbering no more than three, will be paid by the Employer for time used during their normally scheduled working hours in negotiations of this agreement or its successor up to and including all conciliation proceedings but excluding any arbitration proceedings. The union will elect 5 members in total from the part time and full time employees.

This article provides that such committees have the extra 2 individuals as substitute committee members (no more than 3 at the table)

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 An employee who has a grievance concerning the interpretation, application, administration or alleged violation of this Agreement shall process such grievance in the following manner. Before a written grievance is filed, the employee shall discuss the subject of the potential grievance with his or her immediate supervisor.

- (a) An employee grievance must be submitted in writing on forms provided by the union to his immediate supervisor within four (4) working days of the actual occurrence leading to the grievance unless the employee can demonstrate that she was unaware of such occurrence and could not reasonably be expected to have been aware. In such case the grievance must be submitted within four (4) working days of the time she became aware of the occurrence. The supervisor shall provide a written reply to the grievance within four (4) working days from the date the grievance is submitted;
- (b) Failing settlement at Step 1, the grievance may be forwarded to the Administrator or his designate within five (5) working days of the Supervisor's decision. A meeting will then be held within ten (10) working days of the Supervisor's decision between the Administrator or his designate and the employee who may be accompanied by his Steward and, if requested by either party, the Business Agent or an International Representative of the Union. The decision of the Administrator or his designate shall be given in writing within five (5) working days following this meeting.
- (c) Should the Administrator or his designate fail to render his decision as required in Step 2 or, failing settlement at Step 2, the grievance may be referred to arbitration within five (5) working days of the Administrator's or his designates decision in accordance with Article 8.01.

- 7.02 A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is presented to the Administrator or his designate within four (4) working days of the date of discharge. The grievance shall thereafter be discussed commencing at Step 2 as referred to in Article 7.01(b).
- 7.03 A Union policy grievance or an Employer grievance may be submitted in writing to the Administrator or the Union Business Agent, as the case may be, within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. The Administrator or the Business Agent, as the case may be, shall give a written reply to the grievance within five (5) working days after receiving the grievance. Failing settlement, the grieving party may refer the grievance to Arbitration within five (5) working days of the written reply in accordance with Article 8.01.
- 7.04 It is expressly understood that the provisions of Article 7.03 may not be used by the Union to institute a grievance directly affecting an employee or employees who such employee or employees could have themselves instituted and the provisions of Article 7.01 shall not thereby be by-passed.
- 7.05 Any of the time limits above may be extended by mutual agreement.
- 7.06 In determining the time within which any action is to be taken or completed under the terms of this Article, such time limits shall be exclusive of Saturdays, Sundays and Holidays.
- 7.07 Letters of Reprimand

Letters of reprimand are to be removed from an employees personnel file after twelve (12) months from date of discipline, except in the case of incidents involving third party interface i.e. Residents and family where the record will remain on file unless reversed at arbitration or by settlement.

Suspension

Records of suspension are to be removed from an employees personnel file after eighteen (18) months from date of discipline, except in the case of incidents involving third party interface i.e.: residents and family where the record will remain on file unless reversed at arbitration or by settlement.

7.08 Grievance Mediation

The parties agree to implement a Grievance Mediation Procedure in accordance with the following provisions:

- (a) Either party, with the agreement of the other party, may submit a grievance

to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

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

ARTICLE 8 - ARBITRATION

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

the Labour Management Arbitration Commission for the Province of Ontario to appoint the third member and Chairman of the Board of Arbitration.

- 8.01 (b) Upon mutual agreement by the parties, the time limits as set out in Article 8 for the submission of a grievance to arbitration may be extended to allow sufficient time for a grievance mediator to meet with the parties to attempt to resolve the grievance.
- 8.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 8.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own Arbitrator and one-half of the expenses and fees of the Chairman.
- 8.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- 8.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- 8.06 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.
- 8.07 Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, which has been disposed of under the grievance procedure, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- 8.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness.
- 8.09 Notwithstanding the above the parties may mutually agree to a sole Arbitrator provided such agreement is made within twenty (20) days of the submission to Arbitration referred to in Article

8.10 In such event, all references herein to Chairman or Board of Arbitration shall be read as referring to a Sole Arbitrator.

ARTICLE 9 - SENIORITY

- 9.01 (a) A new employee shall be known as a probationary employee until he has worked sixty-five (65) working days. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.
- (b) The seniority of an employee, who has completed his probationary period, shall be dated from sixty-five (65) working days prior to the date on which he completed his probationary period in accordance with Article 9.01, unless specifically reduced hereunder.

9.02 Effect of Absence

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

- (i) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (ii) During an absence not paid by the Employer exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (ii) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) if an employee's absence is due to a disability resulting in W.S.I.B. benefits.
- (iv) Benefits/Workers' Safety and Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Worker's Safety and Insurance 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 Workers' Safety and Insurance Benefits shall continue for up to twenty-four (24) months following the date of the injury.

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

9.03 A seniority list showing the names and seniority dates (based on last hiring date) of employees will be prepared by the Home. This list will be revised semi-annually in January and July and copies will be provided to the Union Office electronically and hard copied to the Chief Steward after original presentation and after each revision. Seniority lists shall include the employee's classification and shall be prepared in order of seniority. Should there be a tie of two (2) or more full time employees, the tiebreaker used shall be a lottery.

9.04 (a) The Employer agrees to consider the seniority of employees in making promotions, demotions, permanent transfers, lay-offs and re-calls from lay-off.

- (b) In cases of promotions, demotions or permanent transfers of employees, the qualifications, experience and ability of the employees shall be considered. Where these factors are equal as between competing employees, seniority shall prevail.

9.05 Lay-off and Recall

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

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

- if her service is greater than 9 years - 9 weeks notice
- if her service is greater than 10 years - 10 weeks notice
- if her service is greater than 11 years - 11 weeks notice
- if her service is greater than 12 years - 12 weeks notice

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

.03 Lay-off Procedure

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

(b) An employee who is subject to lay-off shall have the right to either:

- (i) accept the lay-off; or
- (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
- (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.

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.

.04 Recall Rights

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

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

(b) 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. Employees whose employment status was changed from full-time to part-time or vice-versa shall also be entitled to the same privilege.

(c) No new employees shall be hired until all those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

(d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day after the date of mailing) and return to work within ten (10)

working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

(e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

(f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.

(g) 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 job postings to their last known address.

.05 Benefits on Layoff

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

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

For these purposes, 1 year full-time seniority = 1875 hours part-time seniority.

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

9.07 Loss of Seniority

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

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

(b) is absent from work more 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.

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

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

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

ARTICLE 10 - PERMANENT TRANSFERS

10.01 If an employee is permanently transferred, reclassified, or promoted to a higher or equal rated job, he shall receive his present rate or the starting rate of the job to which he is transferred, whichever is greater.

If an employee is permanently transferred, reclassified or demoted to a lower rated job, he shall receive the starting rate of the job to which he is assigned. In all cases, job seniority for pay purposes shall date from the date the assignment becomes effective.

10.02 If an employee is temporarily transferred for more than one (1) working day, he shall receive the starting rate of the job to which he is transferred or his regular rate, whichever is greater.

10.03 Temporary Transfers Full-time and Part-time

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

hours worked in the assignment.

ARTICLE 11 - JOB POSTING

- 11.01 In the event new jobs are created or permanent vacancies occur in existing job classifications, the Employer shall post such new jobs or vacancies if the vacancy is to be filled for a period of six (6) or more working days. Such posting shall stipulate the classification, rate and department concerned. There shall be one (1) secondary job posting as a result of the original.
- 11.02 Until the vacancy is filled resulting from the job posting provisions the Employer is free to fill the vacancy on a temporary basis as he sees fit.
- 11.03 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event more than one employee applies, the Employer shall consider the qualifications, experience and ability of the applicants and, where these factors are equal, seniority shall prevail.
- 11.04 Notwithstanding Article 11.03, if no applications are received by 10.00 a.m. on the fourth day following the posting date or, if none of the Applicants has the required qualifications, experience and ability, the Employer may fill the new job or vacancy from either within or outside the bargaining unit.
- 11.05 It is understood that only employees who have completed their probationary period may bid on job postings hereunder. If an employee successfully bids for a job hereunder, he will not be eligible to bid for a new posted job for a period of six months.
- 11.06 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337%) 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%) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (ii) 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.

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a

result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees. When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1875 hours.

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1875 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

11.07 The parties agree that when a vacancy, which requires posting, arises by reason of an employee's departure from a particular shift, the posting shall stipulate that shift. The Union recognizes that this shall not detract from the Employer's right to transfer in accordance with the collective agreement.

11.08 The Employer agrees to provide the chief steward with a copy of each job posting.

The parties agree that an administrative oversight in this regard does not void the job posting.

11.10 Temporary Vacancies

(a) Temporary vacancies of longer than one (1) month in duration, shall be posted in accordance with Article 11.

(b) The parties agree that temporary vacancies expected to be longer than three (3) months in duration shall be refilled at the three (3) month interval with the next eligible senior applicant from the original posting. At the three (3) month interval this job will not be re-posted.

(c) Applicants that accept temporary positions will not be eligible to apply for further temporary positions commencing six (6) months from the completion of their posting. However, employees working in temporary positions shall have the right to apply for permanent vacancies.

ARTICLE 12 - BULLETIN BOARDS

12.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices, one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that any notice of a possibly contentious nature will be reviewed by the Facility Administrator.

ARTICLE 13 - LEAVE OF ABSENCE

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

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

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

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

PUBLIC OFFICE ELECTION Full-time and Part-time

13.05 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 14 - BEREAVEMENT LEAVE

- 14.01 Upon the death of an employee's spouse (to include same sex partner), child, or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- 14.02 Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- 14.03 It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- 14.04 In the event of a later day internment, an employee may save one of the days identified above without loss of pay to attend the internment.
- 14.05 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.
- 14.06 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- Note:** It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- 14.07 Where it is necessary because of distances, the employee may be provided up to four (4) days additional unpaid leave.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE

15.01 Preamble

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

15.02 Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The 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 15.10: Parental Leave

Notwithstanding Article 15.02 (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 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.

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

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

Such payment shall commence after the two (2) 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 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.

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

- 15.03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article .02(a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.04 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 if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- 15.05 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 maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

All employees who fill vacancies as a result of the above absences shall likewise be

returned to their former permanent positions.

- 15.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.
- 15.07 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.
- 15.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 15.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .15.10 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

15.10 Parental Leave

Effective July 1, 2005, notwithstanding Article 15.02 (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 leave 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.

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 of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or

increased by payments received under this plan.

Such payment shall commence after the two (2) week employment insurance waiting period 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, 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.

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

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 The regular work period shall be composed of seventy-five (75) hours per two week period on the basis of ten (10) days of seven and one-half hour (7 1/2) shifts, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week.

16.02 **All** authorized hours worked in excess of seventy-five (75) hours in the scheduled two-week period or seven and one-half (7 1/2) in a shift shall be paid at the rate of time and one-half the regular hourly rate. 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.

16.03 If an employee works more than three and three-quarters (3 3/4) hours overtime at the end of his shift, the Employer shall supply one free meal to such employee.

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

16.05 Minimum Reportins Pay

The Employer agrees that an employee, upon reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless the employee is returning to work without notice after an absence, shall receive four hours' work or four hours' pay at his regular hourly rate. This provision shall not apply where the Employer is unable to supply work due to circumstances beyond its control. Any employee so affected, shall take such work as is available in order to qualify for such four hours' pay.

16.06 No Pyramiding

There shall be no duplication or pyramiding of provisions for pay under this agreement. Where two or more provisions respecting premium pay apply, only the highest will be paid.

16.07 Shift Premium

All employees who are required by the Employer to rotate over three different shifts, shall receive a shift premium of 30 cents for each hour worked on the afternoon and night shifts only. Shift premium will not be paid for any hour in which an employee receives an overtime premium, and shift premium will not form part of the employee's regular hourly rate.

16.08 Weekend Premium

Effective July 1, 2005, fifteen (\$0.15) cents per hour worked weekend premium 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.

16.09 Responsibility Pay –

Effective following date of ratification:

Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

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

16.10 Lunch and Breaks

All employees shall be allowed a ten minute paid rest period in the first half of the shift and a ten minute paid rest period in the second half of the shift period unless otherwise agreed by the parties. The employees shall be allowed one-half hour without pay for lunch which shall be taken between the third and fifth hour of their shift. It is agreed that the lunch period shall be uninterrupted except in the case of emergency.

16.11 Daylight Savings Time Changeover

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one half (7 ½) hours, notwithstanding the fact they have worked either six and one half (6 ½) hours or eight and one half (8 1/2) hours.

16.12 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 17 -WORK SCHEDULES

17.01 The Employer will endeavour to maintain and achieve the following objectives in the formation of work schedules. However, it is expressly understood that it may not always be possible to do so:

- (a) Work schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for a specific day off must be submitted to the Administrator one (1) week in advance of posting.
- (b) The Employer will endeavour to arrange shift schedules so that all employees will receive one weekend off every two weekends;
- (c) Employee requests for change in the posted schedules must be made in writing provided they are co-signed by the employee willing to exchange days off. However, such requests, if granted, shall not result in overtime compensation or payment to any of the employees affected; "Requests must be submitted within 48 hours where possible in advance excluding weekends and statutory holidays, and approved prior to the switch requested. Failure to follow these guidelines will result in shift switches being denied. The employer will base their decision on the merits of each request if not submitted 48 hours in advance"
- (d) Employees shall not be scheduled to work more than seven consecutive days without being given two or more days off work;

- (e) The Employer agrees to arrange shift schedules so that employees will receive a minimum of twenty-four hours off between the change of shifts.
- (f) When part-time employees are required to work on a casual fill-in basis, such work will be offered with a view to equalizing work opportunities among the part-time employees in that classification in a scheduled month.
- (g) A casual call in employee must submit their availability one (1) week in advance of the posting of the schedule. Casual employees who do not submit availability will not be scheduled and will not be called for shifts on the call in rotation. Casual staff who do not submit their availability to the employer for a period of 12 weeks will have their employment terminated. This article will be consistent with the Human Rights Code.
- (h) It is agreed and understood that reduced Full Time employees will be on both the Part Time Call in list as well as the Full Time list (in order of bargaining unit wide seniority.)
- (i) The parties agree that there shall be no split shifts.

ARTICLE 18 – CALL BACK AND CALL IN

18.01 Call Back

- (a) When an employee is called back to work after leaving the Nursing Home premises upon completion of his 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 1/2) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

18.02 Call In

- (a) "Call In" Shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked, except in the case of employees who

are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours worked in excess of seventy-five (75) hours of work in the two (2) week pay period.

- (c) Where the call in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call in, then the Employer will guarantee a minimum of four (4) hours work.

ARTICLE 19 - WAGES AND JOB CLASSIFICATIONS

19.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement, the classifications and regular hourly rates applicable thereto as set forth in Appendix "A" to this Agreement.

19.02 The Employer agrees that wages will be paid bi-weekly on the second Tuesday following the completion of the two week pay period by direct deposit.

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

19.04 Job Seniority as used in Appendix "A" shall mean the length of time an employee has been employed in a particular job classification, unless specifically reduced hereunder. Employees within a **job** classification will progress from the "up to one year" rate and so on, on the basis of 1950 hours worked at the "up to one year" rate to the "more than one year" rate and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under The Workers Safety and Insurance Act shall be considered hours worked for the purposes of computing Job Seniority and eligibility to progress to the next higher rate within a job classification.

19.05 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." (Please note: Schedule A will reflect what is actually present in the collective agreement in terms of a wage schedule).

19.06 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.

19.07 New Classifications

- (i) The Parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide Course. This clause shall not be interpreted to prevent any legislative requirement to upgrade from HCA to PSW.
- (ii) 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 the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to, resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.
- (iii) 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.
- (iv) 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.
- (v) If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be), shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

ARTICLE 20 - GENERAL HOLIDAYS

20.01 The Employer agrees that the following holidays will be recognized:

New Year's Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Boxing Day	Victoria Day
Dominion Day	Family Day

The Employer will also recognize two floating holidays for each employee on a date to be determined by mutual agreement between the Employer and Employee.

- 20.02(a) An employee shall be paid seven and one-half (7 1/2) hours' pay at his regular hourly rate for the above mentioned holidays providing the employee has earned wages (or was absent due to verified personal illness) on at least twelve (12) days during the four (4) weeks immediately preceding the paid holiday and the employee works his full scheduled shift immediately preceding and immediately following the holiday unless absent due to personal illness proven to the satisfaction of the Employer.
- (b) However, when an employee is absent from any of the qualifying days due to personal illness, verified by a medical doctor's certificate, she will only be eligible for one (1) day's holiday pay during any one (1) period of illness.
- (c) If an employee becomes eligible for holiday pay pursuant to (a) or (b) above while in receipt of weekly indemnity payments, there shall be deducted from the holiday pay the amount of weekly indemnity payment received for that day.

20.03 An employee who is required to work on a general holiday will be paid for authorized work performed on such day at the rate of one and one-half times his regular hourly rate for all hours worked and in addition, provided he qualifies, his holiday pay for the said holiday. However, in lieu of this provision, the Employer may, with the employee's consent, substitute another working day for the general holiday, which day shall not be later than the next annual vacation of the employee and the day so substituted shall be deemed to be the general holiday.

20.04 Where a general holiday falls on an employee's day off or during the employee's vacation period, the Employer shall pay the employee his regular wages for the general holiday or shall designate a working day that is within 30 days of the general

holiday and the day so designated shall be deemed to be the holiday.

- 20.05 When an employee is scheduled to work on a holiday and does not work, he shall not be paid for the holiday unless excused in writing by his Supervisor or unless absent due to personal illness proven to the satisfaction of the Employer.
- 20.06 Employees who are regularly scheduled to work less than seventy-five (75) hours in a two (2) week period will receive statutory holiday pay in accordance with Article 23 of this Agreement.

Where reduced full time employees work a posted temporary full time position, they shall be treated as full time employees with respect to the statutory holiday regardless of when they started the temporary posting

ARTICLE 21 - VACATIONS

21.01 Employees shall receive a vacation with pay on the following basis:

After 1 years' service from date of hire - 2 weeks' vacation

After 3 year's service from date of hire - 3 weeks' vacation

After 8 year's service from date of hire - 4 weeks' vacation

After 15 year's service from date of hire - 5 weeks' vacation

After 23 years service from date of hire - 6 weeks vacation

After 28 year's service from date of hire - 7 weeks' vacation

21.02 The amount of vacation to which an employee is entitled in any year will be determined by the employee's length of service from date of hire. Employees who have completed their probationary period, as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (**4%**) of gross earnings during the vacation year.

21.03 Employee preference shall be considered in determining the time for taking a vacation but final determination of the vacation period shall be determined by the Administrator having due regard to the employee's seniority and the proper operation of the Nursing Home. The Employer will post 2 vacation planners per year. One will go up September 1st for the period of November to April inclusive. The other will go up April 1st for the period of May to September inclusive. These planners will come down on September 30 and April 30, respectively. Determinations will be made on October 7th and May 7th respectively. Prime Time

will be considered as June 1st to August 31st and staff will be limited to 2 weeks vacation during this prime time period. FT employees who book 1 or more week Blocks of Vacation shall have priority over bookings of less than 1 week (5 days) in the same period. It is agreed, the employer shall endeavour to approve both vacation requests when both replacements are available.

Furthermore, with respect to RPN.s , the employer will endeavour to allow more than 1 RPN off for Vacation during prime time as defined in the collective agreement.

- 21.04 Employees will not be permitted to waive their vacation time unless mutually agreed between the Employer and the Union.
- 21.05 Vacation pay for those entitled to two (2) weeks, three (3) weeks, four (4) weeks; five (5) weeks or six (6) weeks vacation shall be calculated at the rate of 4%, 6%, 8%, 10% or 12% respectively. Employees who have less than one year's service will receive vacation pay of 4% of the wages earned up to that date vacation is taken.
- 21.06 An employee who terminates his employment with the Employer for any reason shall receive vacation pay computed at the rate of 4%, 6%, 8%, 10% or 12% as applicable for the current vacation year.
- 21.07 Vacation pay to be paid at the time of vacation. If the employee wishes to have vacation pay paid before her vacation, she must let the administrator or designate know at least 2 weeks before her vacation commences.
- 21.08 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employees annual tax bracket.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

- 22.01 The Employer agrees to contribute towards the billed premiums in the indicated amounts for the following benefits for each Full Time employee in the active employ of the Employer who has completed his probationary period, provided the balance of such monthly premiums are paid by the employee through monthly payroll deductions;
- (a) Extended Health providing the same benefits as presently in force - Employer pay 100% of premium. Implementation of a Drug Card with \$7.50 dispensary fee cap and \$1.00 deductible per prescription. Effective November 1st 2001, change semi-private coverage to ward coverage.

(b) Life Insurance- \$30,000 - Employer pays 100% of premium.

(c) (i) Vision Care

The vision care plan shall provide \$160 per 24 month period.

(ii) Equivalent of the Blue Cross Dental Plan #9, co-insured 80% paid by the Plan, 20% paid by the employee, 1996 ODA Fee Schedule, and 100% of premium paid by the Employer in accordance with Article 23.01 of this Collective Agreement.

Should the Employer engage full-time employees, such employees shall pay 50% of the billed premium for the above Plan.

Effective one month following the expiry date of the collective agreement, improve existing Dental Plan provisions, where necessary, to provide for a one year lag in the ODA fee guide.

Fluoride treatments will be covered only for persons under the age of 18 years.

Coverage for recall -persons 18 years and older, recall is on a 9 month basis

The Employer shall give the union a minimum of thirty (30) days' notice prior to substituting carriers.

(d) Subject to and effective as soon as practically possible after confirmation by the E.I. Commission, for full-time employees only:

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

(a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.

(b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.

(c) Any disabilities that are the result of a non-occupational injury or hospitalization or any claims for illness that are expected to be longer than 7 days in length must be submitted to Industrial Alliance for adjudication

and consideration. Industrial Alliance must be supplied with appropriate proof of disability supported by the employee's attending physician. Other proof from third party practitioners regarding the claim may be solicited to allow Industrial Alliance to access the claim for disability benefits. Industrial Alliance will adjudicate the claim for the first two weeks of disability which is the waiting period for EI benefits to commence. If the claim is approved, Industrial Alliance will pay 66.7% of weekly earnings to a maximum of \$750 per week. If the disability for illness is for less than 8 days in length employees will draw upon their sick bank if available.

- (d) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits, once provided with the proof that EI has paid, 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 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (e) Once EI has paid for 15 weeks, if the employees are still disabled, disability claim forms will again be submitted to Industrial Alliance. If approved, Industrial Alliance will pay 66.7% to a maximum of \$750 per week for weeks 18 through 35 if supported by appropriate medical documentation. The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness
- (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.
 - (a) Weekly Indemnity participation is mandatory for all eligible employees.
 - (b) 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.
 - (c) 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.

(d) The Employer may request proof of disabling accident or sickness:

- (i) For any absence in excess of two (2) days;
- (ii) For the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

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.

- (e) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (f) The Employer will notify the employees of their accumulation of sick leave on request.
- (g) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

22.02 Same Sex spouse will be eligible to be a dependent for insured benefits

22.03 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:

- reduce life insurance by 50%
- Extended Health
- Vision Care
- Dental
- Hearing
- Prorata Formula
- 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 the current in lieu.

22.04 Regarding Health and Welfare Benefits Grievance Language

Change of Carriers.

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

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

- (A) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (B) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (C) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (D) The Arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; 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 Reva Devins and Deena Boltman.

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

(G) the arbitrators 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 rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

(K) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(L) if in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

ARTICLE 23 - EMPLOYEES ON REDUCED TIME

23.01 (a) Employees paid for more than forty-five (45) hours bi-weekly and up to and including fifty-two (52) hours bi-weekly will be eligible for fifty (50) percent of the Employers paid share of the health and welfare premiums and general holiday pay.

(b) Employees paid for more than fifty-two (52) hours bi-weekly and up to and

including sixty-six (66) hours bi-weekly will be eligible for seventy-five (75) percent of the Employers paid share of the health and welfare premiums and general holiday pay.

- (c) Employees paid for more than sixty-six (66) hours bi-weekly will be eligible for one hundred (100) percent of the Employers paid share of the health and welfare premiums and general holiday pay.

23.02 An employee who is absent from scheduled shifts due to personal illness or injury will not, during the month in which such absence commences, have her entitlement for general holiday pay reduced hereunder by reason of such missed scheduled shifts.

ARTICLE 24 – HEALTH AND SAFETY

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.

- (i) The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Joint Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of the employees presented in that forum.
- (ii) It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

The Employer shall:

- (iii) 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;
- (iv) 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;
- (v) ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the

Occupational Health and Safety Act as amended from time to time.

A joint management and employee health and safety committee shall be constituted, 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.

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.

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.

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

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 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.

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 workplace 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.

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 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

24.01 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.

24.02 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.

24.03 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. The employer will endeavour to provide this training as soon as possible after a new employee has been hired.
- (e) The parties will meet and agree on a mutually agreeable process of how workplace violence incidents are to be reported including timelines and types of incidents.

It is acknowledged that the Employer has a comprehensive policy on resident handling and safe work practices. Such policies will be reviewed by the Joint Health and Safety Committee.

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

The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- Designing safe procedures for employees.
- Providing training appropriate to these policies
- Reporting all incidents of workplace violence.

24.04 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;

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; ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

24.05 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 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.

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.

24.06 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.

24.07 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.

2 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.

The Employer will use its best efforts to record and report all needlesticks and sharps incidents.

24.09 Illness and Disability

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.

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.

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

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 has accrued in accordance with Article 9 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.

1) 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.

2) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to 36 months mentioned in Article 23.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 9. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

3) 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.

4) This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

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

All employees will endeavour to properly report all workplace near misses, incidents and accidents.

All employees will endeavour to cooperate in accordance with the Workplace Safety and Insurance Act and the Ontario Human Rights Code with regard to Workplace Injury and Return to Work programs.

ARTICLE 25 - UNIFORM ALLOWANCE

25.01 Effective January 1, 2007 the uniform allowance shall be 7 cents per hour.

ARTICLE 26 - JOB SECURITY

26.01 No full-time employees within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

26.02 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.

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

Full-time/Part-time Ratio

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

ARTICLE 27 - PRINTING OF COLLECTIVE AGREEMENT

27.01 The employer and the union will share equally the cost of printing a reasonable number of copies of the collective agreement.

ARTICLE 28 - CONTRACTING OUT

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

ARTICLE 29 - COURT ATTENDANCE

29.01 Employees required to serve on jury duty or as a Crown Witness or subpoenaed to attend a Coroner's Inquest in connection with a case arising from the employee's duties at the Home shall be given the necessary time off. The Employer agrees to pay such employee his regular pay during such absence less any amounts received as jury duty, Crown Witness or subpoena pay subject to a yearly maximum of thirty (30) days' pay at the employee's regular hourly rate. The employees will present proof of service of jury duty notice or a Crown Witness or Coroner's Subpoena and proof of the amount he received.

29.02 The employee is required to notify the Employer as soon as possible of his selection for jury duty or Subpoena as a Crown or Coroner's Witness.

ARTICLE 30 - EDUCATION LEAVE

30.01 Educational Leave

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged

without inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 31 - THE NURSING HOMES AND RELATED INDUSTRIES PENSION PLAN

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

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

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

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

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

(iii) vacation pay.

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

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

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

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

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

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

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

responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

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

- .05 If there is an allegation of non payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to Mr. Teplitsky. Mr. Teplitsky will contact the Employer, who will respond with seven (7) days. If no resolve, Mr. Teplitsky will convene a hearing to determine the matter within thirty (30) days

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, CHP-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
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To be Provided Periodically
 - Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year Termination date when applicable

- (iv) To be Provided Once, if they are Readily Available
 - Gender
 - Marital Status

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 will be directed to a Mutual Fund of the employee's choice.

ARTICLE 32 - ANNUAL MEDICAL AND SICK LEAVE CERTIFICATE

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

32.02 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 or nurse practitioner to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees

charged beyond OHIP in relation thereto.


ARTICLE 33 - TERM

33.01 This Agreement shall continue in effect until the 15th day of September, 2011 and shall continue automatically for annual periods of one year each thereafter unless either party notifies the other in writing during the period of ninety days (90) prior to the expiration date that it desires to amend or terminate the Agreement.

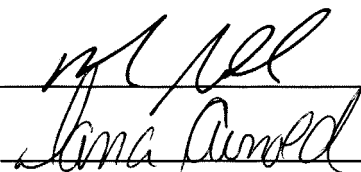
33.02 In the event of such notification being given for amendment to the Agreement, negotiations between the parties shall begin within 15 days following such notification.

33.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties.

Signed at Niagara Falls this 5th day of May 2011,
FOR DIVISION OF BRODIE
NURSING HOMES LTD. Carrying
on business as Oakwood Park Lodge



FOR SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 1 CANADA



Paid Education Leave

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 fund established by Service Employees' International Union Local 1 Canada.

May 1st 2010

	Probation	Start	1 Year	2 Years	3 Years
RPN	\$22.54	\$22.85	\$23.27	\$23.71	\$24.39
N/A Activity Aide	\$17.11	\$17.42	\$17.84	\$18.31	\$19.54
HCA (with Certificate)	\$17.30	\$17.61	\$17.86	\$18.49	\$19.71
Domestic Aide	\$18.00	\$18.31	\$18.83	\$19.33	
Housekeeping/LAUN	\$17.55	\$17.86	\$18.40	\$18.89	
Cook 1	\$19.32	\$19.63	\$20.11	\$21.05	

The employer will pay retroactive adjustment to wages within two complete pay periods of the date of ratification.

PART-TIME ADDENDUM
TO THE FULL-TIME
COLLECTIVE AGREEMENT

BETWEEN

DIVISION OF BRODIE NURSING HOMES LTD. CARRYING ON BUSINESS
AS OAKWOOD PARK LODGE
(OAKWOOD DRIVE, NIAGARA FALLS)

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
CHARTERED BY THE S.E.I.U., AFFILIATED TO THE C.L.C.

1. The terms and conditions of the full-time Collective Agreement between the parties shall, except as modified in the manner below, apply to the part-time bargaining unit.

(a) Scope and Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Oakwood Park Lodge regularly employed for not more than 24 hours per week, save and except Registered Nurses, Physiotherapists, Supervisors, persons above the rank of Supervisor and office staff.

(b) Union Committee

For the purposes of Article 6, the Labour Management Committee shall consist of two (2) part-time employees who have completed their probationary period, one of whom may be a paid member of the Negotiating committee as set out in Article 6.03.

(c) Seniority

Employees will be credited with their seniority, job seniority and length of service as of that date accumulated on a calendar year basis and shall commence further accumulation in accordance with paragraphs 1 (e), (9 and (g) above from that day forward.

The seniority and job seniority of a part-time employee shall, after completion of his probationary period, accumulate on the basis of actual work (including paid holidays, paid bereavement leave and jury duty), with 37 1/2 hours worked being the equivalent of one (1) week and 1875 hours worked the equivalent of one (1) year.

(d) Hours of Work

Article 16.01 is to read as follows:

"The regular work period shall be composed of forty- five (45) hours per two week period, but such reference is intended only to provide a basis for calculating time worked and shall not be a guarantee as to hours of work per day nor as to the days of work per week."

(e) Vacations with Pay

(i) Part-time employees shall be entitled to two (2) weeks vacation after their length of service with the Employer exceeds one (1) year. Pay for such vacation shall be determined in accordance with Article 20.05.

(ii) All other provisions of Article 20 shall apply.

A part-time employee who has completed 5625 hours but less than 15,000 hours shall receive 6% of gross earnings.

A part-time employee who has completed 15,000 hours but less than 28,125 hours shall receive 8% of gross earnings.

A part-time employee who has completed 28,125 hours but less than 46,875 shall receive 10% of gross earnings.

A part-time employee who has completed 46,875 hours shall receive 12% of gross earnings.

Effective in the 2005 vacation year:
Amend to reflect

27,000 to less than 41,400 hours paid -5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year

41,400 hours or more paid - 6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.

(f) General Holidays and Health and Insurance Benefits

Part-time employees will be eligible for 50% of the Employer-paid share of general holiday pay.

In lieu of Health and Insurance Benefits set out in Article 22, part-time employees shall receive 50 cents per hour effective July 18, 1989.

(g) Wages

Wages for part-time employees are as set out in Appendix A to the Agreement. For the purposes of determining Job Seniority for wage progression purposes, 1875 hours worked in a particular job classification is the equivalent of one year, 3750 hours worked is the equivalent of two years and 5625 hours worked is the equivalent of three years.

(h) Temporary Extra Hours

It is agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period for up to twenty (20) consecutive weeks, shall retain his part-time status under this Agreement provided:

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

(i) Portability of Seniority, etc.

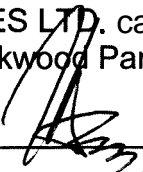
If an employee is permanently transferred from the part-time unit to the full-time unit, or vice versa, such employee shall, after such transfer, be credited with his seniority, job seniority (if applicable) and length of service accumulated in his former unit.


Transfer of Seniority and Service

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

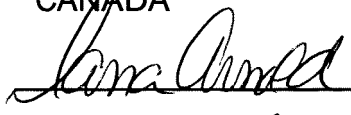
SIGNED at Niagara Falls, this 5th day of May, 2011.

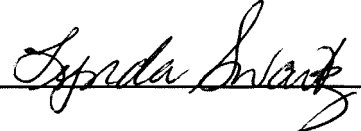
FOR DIVISION OF BRODIE NURSING
HOMES LTD. carrying on business
as Oakwood Park Lodge





SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 1
CANADA





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Letter of Understanding re: Upgrading or Acquiring Educational Qualification

If the Ministry of Health and Long Term Care requires employees to take courses to upgrade or acquire new employment qualifications, the parties shall meet and deal with the issue prior to the implementation of the above.

Failing agreement, this matter may be referred to Arbitrator M. Teplitsky. The Arbitrator will remain seized of this issue.

LETTER OF UNDERSTANDING

The part-time in-lieu premium shall not apply to Overtime, Holiday Pay and Maternity Top Up calculations.

Letter of Understanding re: Article - Education Leave

(Trial Period for the duration of this collective agreement)

Subject to Article 15.15 in circumstances where the qualification upgrades are for positions within the home, the employer may grant the request provided that she meets the following conditions:

The employee provides confirmation of acceptance into the education program from the educational institution within 2 weeks of commencement of the program.

The employee must immediately notify the employer, within two weeks, if she withdraws from the program.

In the event an employee withdraws from the program, the approved leave will cease.

The failure to provide the above will result in the withdrawal of the employer's approval of the requested leave.

The employee's position shall be posted as temporary for the duration of the program. At the end of the program the employee shall be returned to her position. The employee will remain eligible during the term of the program to apply for temporary positions at the home and her application will be considered under the provisions of the collective agreement. If requested by the employee, the employee shall be considered for call in hours based on the employee's availability, which shall be submitted by the employee in writing on a bi weekly basis or as agreed between the employee and employer.

LETTER OF UNDERSTANDING

During negotiations for the renewal of the Oakwood Park Lodge Collective Agreements the

application of Article 17.01(c) was discussed.

This will confirm the understanding reached that in the application of this Article voluntary changes in the work schedule will not serve to increase an employee's hours for the purpose of Article 23 or the Part-time Addendum. For the purposes of those provisions, an employee will only be credited with the scheduled hours, which he works notwithstanding, that additional hours may be worked by way of an exchange under Article 17.01(c).

LETTER OF UNDERSTANDING

During negotiations for the renewal of the current Full-time Collective Agreement at Oakwood Park Lodge the question of portability of seniority was discussed.

This will confirm the understanding reached that if an employee is permanently transferred from the part-time unit to the full-time unit, or vice versa, such employee shall, after such transfer, be credited with his seniority, job seniority (if applicable) and length of service accumulated in his former unit.

This understanding will make this concept compatible with the Part-time Addendum.

LETTER OF UNDERSTANDING

During negotiations for the renewal of our collective agreement the application of Article 20.02 was discussed. This is to confirm that the Union agrees that if an employee regularly works less than seven and one-half (7 1/2) hours per shift, holiday pay for such employee shall be based on the employee's normal hours per shift rather than seven and one-half (7 1/2) hours.

1 OF UNDERSTANDING

The Employer will attempt to make all possible efforts to provide equal opportunity of shifts to all part-time employees within their classification.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

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

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

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

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

Letter of Understanding (New) Regarding Vacation Banks

The parties agree that those Full time employees, who are entitled to 5 or 6 weeks vacation, may apply on a prescribed form to the Administrator of the Facility to take up to 1 week (Max 37.5 hours) of vacation time between January 1st and Feb 28th regardless of the amount of their vacation bank. It is agreed and understood that employees will not accrue more time or money than allowed by the collective agreement and furthermore it is understood and agreed that any employee who terminates their employment with the Facility and has a negative vacation balance will owe that negative balance directly to the facility and/or as an offset against their final paycheque. It is also agreed that the period for choosing vacation time will be a 14 month period between January of one year and the end of February of the following year.

This prescribed form must be approved by both the facility administrator and the Head Office of the facility. Such approval to be not unreasonably withheld.

It is furthermore agreed that all new employees must wait 52 weeks before taking any vacation time and that any part time employees that become full time employees must also wait 52 weeks before taking any vacation time. Such new Full-time employees will be credited with vacation based on the previous year's earnings as outlined in the collective agreement.

Letter of Understanding Regarding Dormancy of Unionized Maintenance Person Position.

The parties agree that the position of Working Maintenance Supervisor at Oakwood Park Lodge is not a bargaining unit position and that the currently unfilled position of maintenance person will remain unfilled.