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Unit No. 25 & 25A

COLLECTIVE AGREEMENT

BETWEEN

HERITAGE NURSING HOME LTD.

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n
A.F.L. - C.I.O. - C.L.C.

FULL TIME AND PART-TIME SERVICE UNIT

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COLLECTIVE AGREEMENT

BETWEEN

HERITAGE NURSING HOMES LTD.
(hereinafter called "The Home")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.00
A.F.L., C.I.O., C.L.C.
(hereinafter called "The Union")

WITNESSETH:

WHEREAS the Ontario Labour Relations Board did on the 24th day of December, 1973 and on the 18th day of April, 1984 certify the Union as the bargaining agent for certain employees of the Home.

Now therefore, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Home recognizes the Union as the bargaining agent for all its employees in Metropolitan Toronto save and except professional medical staff, registered nurses, supervisors, persons above the rank of supervisor, security guards and office staff.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Home and direction of the working force are fixed exclusively in the Home, and without restriction the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Home to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, suspend and retire in accordance with established policy employees, and to discipline or discharge any employee who have completed their probationary period for cause provided that a claim by an employee who has acquired seniority that she has been discharged or disciplined without cause may be the subject of a grievance and dealt with and hereinafter provided, the discharge of a probationary employee shall be at the sole discretion on a rational basis of the Employer;
 - (c) make, enforce and alter such rules and regulations to be observed by the employees. Such rules will be posted on the employee's Bulletin Board with a copy supplied to the Union Committee. The Management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Boards with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rules are introduced.
 - (d) determine the nature and kind of business conducted by the Home, the kinds and locations of homes, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of patient care, the number of employees to be employed, the ratio of full-time to part-time employees, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Home, except where they are inconsistent with the terms of this agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 Full-time employees means employees in the bargaining unit who are employed on a regular basis for more than twenty-two and one-half (22 ½) hours per week. Part-time employees means employees in the bargaining unit who are employed on a regular basis for twenty-two and one-half (22 1/2) hours or **less** per week.

4.02 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".

ARTICLE 5 - UNION SECURITY

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.

(b) The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made.

(c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

If the nursing home agrees to provide the union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is not impeded.

The nursing home agrees to provide the Union with employee addresses on the first dues deduction and on an annual basis.

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

(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.

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

5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union

monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 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.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in The Labour Relations Act, R.S.O. 1980, Chapter 232 as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 It is agreed that the Union will elect a negotiating committee consisting of not more than three employees, one of which shall be the chief steward.

7.02 (a) The Union may appoint three stewards and a chief steward to handle grievances and to act as the Grievance Committee. The stewards shall be required to have completed their probationary period and shall be regular employees of the company during their time of office.

(b) The names of the Grievance Committee, Chairman and Stewards, or where absent a substitute, from time to time selected shall be given to the Home in writing and the Home shall not be required to recognize any steward until it has been notified in writing by the Union of the name of same.

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

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 renewal 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.

7.04 Labour-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of 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 work load issues,

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

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

7.05 C.M.I. Results

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; 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 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.

7.06 A steward with the approval of his supervisor which approval shall not be unreasonably withheld shall be permitted during his working hours to leave his regular duties for a reasonable length of time to investigate and settle grievances. Such absence shall be recorded on a card supplied by the Home if the Home so request.

7.07 In seeking the approval of his supervisor to leave his regular duties, the steward shall specify where he is going with respect to a grievance arising in the supervisor's area he shall specify the nature of the grievance where possible and the employee involved. Upon entering the area of a supervisor other than his own to investigate

and settle a grievance, the steward shall notify the supervisor of the nature of the grievance where possible and the employee involved.

- 7.08 The authorization of a supervisor to a steward to leave his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused and that he will perform the work to which he is assigned at all times except where necessary to leave his work to handle grievances as provided herein. Whenever in the opinion of the supervisor more than reasonable time is being taken by the steward to accomplish investigation and adjustment of a grievance he may require the steward to return to his work station.
- 7.09 Where the SEIU Union Representative of the Union wishes to enter the premises of the Home for the purpose of transacting Union business he shall seek the prior permission of the Administrator or his designate 24 hours in advance. The aforesaid permission shall not be unreasonably withheld and the period of notice may be abridged in circumstances of emergency.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

(a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

(b) All complaints and grievances shall be taken up in the following manner.

Step #1

Within eight (8) working days after the circumstances giving rise to the grievance have occurred, the employee with the assistance of his steward if desired may submit a written grievance to his Department Head, who in turn will deliver his decision in writing within five (5) working days thereafter. Failing settlement then:

Step #2

Within five (5) working days following receipt of the Department Head's decision, the grievor through his steward may request in writing that the Administrator arrange, within ten (10) working days for a meeting with the employee, and the Grievance Committee together with a Union business representative if requested and a Management Committee to resolve the matter. The party responding to the grievance shall reply in writing within ten (10) working days of the meeting. Failing settlement, the grievance may then be submitted to arbitration within fifteen (15) working days following the reply.

8.02 The time limits provided in this Article shall be observed unless extended by the mutual agreement of the parties.

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

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

8.05 Discharge Grievance

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

(b) All such cases shall be taken up within four **(4)** days and disposed of within seven **(7)** days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four **(4)** days after the employee is notified of his discharge or within four **(4)** days after the employee ceases to work for the Employer, whichever is the earlier. **All** steps of the grievance procedure to Step **No. 2** may be omitted in such cases.

8.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 1 of the grievance procedure, by forwarding a written statement of said grievance to the **SEIU** Union Representative, providing it is presented within ten **(10)** working days after the circumstances giving rise to the grievance have originated or occurred; the **SEIU** Union Representative shall give his decision in writing within five **(5)** working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number **2** of the grievance procedure.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number **1** of the grievance procedure, providing that it is presented within ten **(10)**

working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09 Grievance Process

- (a) "-Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is **so** referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation 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.
- (9) 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 the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said

or done by the mediator may be referred to Arbitration.

- (i) The Union and Employer will share the cost of the Mediator, if any.

8.10 Arbitration Process

- (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 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 (2) 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 a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

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

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

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

8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

ARTICLE 9 – SENIORITY

9.01 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a prorata 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 of the period of the absence.

(c) If 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) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB Paid Leave

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

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

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

9.02 Full-time

A newly hired full-time employee must successfully complete a probationary period of fifty (50) days worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance.

Upon satisfactorily completing the probationary period, an employee will be placed on the seniority list, and his seniority shall date from the beginning of his probationary period.

Part-time

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

An employee who has completed the probationary period shall be credited with three hundred and seventy-five (375) hours of seniority.

9.03 In cases of promotion, demotions or permanent transfers of employees the qualifications, experience, ability and seniority of the employees shall be considered.

9.04 Seniority Lists

(a) The Employer shall supply to the Union office and chief steward a set of seniority list by department in January and July of each year showing alphabetically, employees' names, classifications, and their seniority starting

dates.

- (b) A full-time and part-time seniority list will be maintained on a current basis and revised every January and July. The starting date of full-time employees, with seniority adjusted if required under this collective agreement, shall be shown on the full-time list and the number of hours worked by part-time employees, with seniority adjusted if required under this collective agreement, shall be shown on the part-time list.

9.05 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.

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

ARTICLE 10 – JOB SECURITY

10.01 Layoff and Recall

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

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

10.02 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 skills 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 employees 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.

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

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 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 skills to perform the work.

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the work available.

- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (9) 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.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

10.04 Benefits on Lay-Off

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

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

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

ARTICLE 11 – JOB POSTING

1 01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar days,

and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

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.

11.02 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 No external applications will be considered until the internal process is exhausted.

11.04 All applications received within the aforesaid period will be considered within a further four day period. In the event one or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

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

11.05 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.

11.06 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.

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

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

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

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

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

11.09 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 11.08. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

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

as the Employer may deem appropriate.

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

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

11.11 Permanent Transfers

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

(b) Subject to (a) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

ARTICLE 12 – NO CONTRACTING OUT

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

ARTICLE 13 -WORK OF THE BARGAINING UNIT

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

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

13.03 Full-time/Part-time Ratio

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

ARTICLE 14 – PRINTING

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

ARTICLE 15 - LEAVE OF ABSENCE

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

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

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

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected 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 15.11, Parental Leave.

- (d) Notwithstanding Article 15.03 (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 and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five (75%) 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.

15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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

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

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

15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article **15.06**.

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

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

15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article **15.11** of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

15.11 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- (e) Effective July 1, 2005, notwithstanding Article 15.1 (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 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 (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate 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.

- (f) ~~For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.~~

15.12 Union Leave

- (a) The Home shall grant leave of absence to employees to attend Union conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- (b) In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on unpaid union leave of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- (d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable

benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include **same sex partner**), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where **the employee is in attendance** at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) In the event of a spring internment, an employee may save one of the days identified above without loss of pay to attend the internment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (9) 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.
- (g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

15.14 Jury and Witness Duty

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

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

15.15 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 undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date **of** return.

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

15.17 Election to Public Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who *is* required to be absent from work because **of** 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 16 - HOURS OF WORK

16.01 (a) The normal work day for full-time employees shall be seven and one-half **(7 1/2)** working hours and the normal work week for full-time employees shall average thirty seven and one-half **(37 1/2)** working hours per week over a two week schedule.

- (b) There shall be no split shifts.
- (c) Part-time employees shall not be scheduled for more than seven (7) consecutive days.
- (d) Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for 7 1/2 hours, notwithstanding the fact they have worked either 6 1/2 hours or 8 1/2 hours.

This article only provides the basis for the calculation of time worked, overtime and shift premiums and shall not be construed as a guarantee of the hours of work in a day or a week or a guarantee of days of work per week or otherwise.

16.02 Work Schedule

- (a) Work schedules covering a four week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate one week in advance of posting.
- (b) In the case of full-time employees an employee who works on an assigned day off as per assigned schedule, at the Home's request, will be paid overtime at the rate of time and one half (1 1/2) for all hours worked.
- (c) Employees who are scheduled to work less than seventy-five (75) hours in a two week period will not qualify for overtime on an assigned day off until they have completed seventy-five (75) hours of work in the two week period.
- (d) In the case of full-time employees the Employer will endeavour to arrange shift schedules such that all full-time employees will receive at least every other weekend off.
- (e) In the case of full-time employees the Home shall attempt to distribute weekends off on an equitable basis and to arrange for the employee's days off to be consecutive providing that these arrangements do not interfere with the efficient operation of the Home.
- (f) In the case of full-time employees such employees will not be transferred for a period in excess of four (4) weeks in any calendar year to a shift other than that for which the employee was hired, except by mutual consent.
- (g) No employee shall be scheduled to work more than seven consecutive days without being given two or more days off work provided however, that the overtime rate of one and a half (1 1/2) times the employees applicable hourly rate shall be paid for any days worked over seven consecutive days, except in the case of an exchange of shift between employees.

- (h) The Home will maintain the present practice of scheduling employees to the shift of preference where it is reasonably possible to do so and where it does not interfere in the normal operations of the Home.

16.03 Lunch or Meal Periods

One half hour (1/2 hour) unpaid lunch period will be allowed for any employee working 3 3/4 hours or more and it will be uninterrupted except in cases of emergency. Employees may leave the premises during their meal period, but may be required to clock in and clock out when they leave.

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

Shift Length:	Breaks:
-Up to, and including 5.5 hours	1 - 15 minute break
-More than 5.5 hours	2 - 15 minute breaks

In addition to the above, any shift over 5 hours will also have a 1/2 hour unpaid lunch within the shift.

- 16.05 Proper facilities for eating and for relief periods shall be provided by the Home for all employees.

ARTICLE 17 – PREMIUM PAYMENTS

17.01 Overtime

- (a) Overtime shall be paid for all hours worked over 7 1/2 hours in a day or seventy-five (75) hours bi-weekly, at the rate of time and one-half the employee's regular rate of pay.
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.

- (d) Employees who work overtime will not be required to take time *off* in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article,
- (9) **An** employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.
- (g) The Home shall endeavour to keep overtime work to a minimum and to request it on a voluntary **basis**. Should there not be sufficient qualified volunteers the Home may designate and require employees to do such work.
- (h) The Home shall make every effort to distribute overtime equitably among the employees who normally perform the work to be done; In applying this principle, it is understood that if overtime is required at the end of any shift, the employee on that shift would normally be assigned to perform such overtime.
- (i) It is also understood that the Home shall not be required to distribute overtime with any mathematical accuracy over a given period, and that no employee may base a claim for payment by reason of this clause for any overtime not worked by him.
- (j) The Home shall notice of overtime work as far in advance as practicable.
- (k) Where the hours of work are averaged over a 2 week period, that 2 week period will be the same 2 weeks as the pay period.

17.02 (a) Shift Premiums

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

- (b) In no event shall there be any pyramiding of benefits or payments.
- (c) 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.

17.03 Minimum Reporting Allowance

Employees reporting for work according to their regularly assigned work schedule without being notified in advance not to report and for whom work is not available, shall be paid a minimum four (4) hours pay at their regular straight time hourly base rate. Any employee so affected shall perform whatever reasonable alternate work available.

17.04 Call Back

When employees are called back to work after leaving the Nursing Home premises upon completion of their shift, such employee will receive a minimum of four (4) hours pay at straight time rates of actual hours worked at time and one half his regular rate of pay whichever is 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.

17.05 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 a half for all hours worked, except in the case of employees who are scheduled to work less than 75 hours in a 2 week pay period who shall qualify for overtime rates on a call-in for hours in excess of 75 hours of work in the 2 week pay period.
- (c) Where the call-in is requested within one half hour of the starting time of the shift and the employee commences work within 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 1 hour of the request for call-in then the Employer will guarantee a minimum of 4 hours work.
- (e) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay before securing agency replacement.

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

Effective following May 31, 2004:

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

ARTICLE 18 – UNIFORM ALLOWANCE

18.01 (a) The Employer agrees to pay six cents (\$0.06) per hour uniform allowance to all full-time employees for the purchase, laundering and repair of uniforms. Effective January 1, 2007, the Employer agrees to pay seven cents (\$0.07) per hour uniform allowance to **all** full-time employees for the purchase, laundering and repair of uniforms.

(b) For Part-time

A uniform allowance provision of six cents (\$0.06) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. Effective January 1, 2007, a uniform allowance provision of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.

ARTICLE 19 - HEALTH AND SAFETY

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

19.02 A joint management and employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which **shall** identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.

Scheduled time spent in such meetings is to be considered time worked 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.

19.03 Two **(2)** representatives of the Joint Health and Safety Committee, one **(1)** from management and one **(1)** from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. 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. Scheduled time spent in all such activities shall be considered as time worked

19.04 The Joint Health and Safety Committee and the representatives thereof shall have access to 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 occupational 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.

19.05 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.

19.06 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.

19.07 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:

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

19.08 The Employer shall:

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

19.09 A worker shall,

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- (c) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

- (d) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

19.10 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.

19.11 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.

ARTICLE 20 - PAID HOLIDAYS

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

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Employees' Birthday	Boxing Day
	One Float Day

- (b) There shall be one additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

- 20.02** Employees will be able to stack six (6) statutory holidays to be taken with vacation or weekends by mutual consent between the Employer and employee, having due concern for the welfare of the Home.

20.03 For clarification purposes of when a Paid Holiday begins and ends the first shift of the day shall be the shift where the majority of hours are completed before 8 a.m.

20.04 Holiday pay for employees who regularly less than 75 hours is based on proration formula noted in Article 22.12 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

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

(b) If an employee meets the qualifications in 20.05 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

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

20.06 Employees shall be required to work holidays on an equitable rotating basis.

20.07 An employee who is required to work on any of the above mentioned holidays shall receive time and one half (1 1/2) his regular rate of pay for all hours worked. In addition the employee shall receive holiday pay or a day off with pay in lieu thereof. When an employee has met the qualifiers for a statutory holiday, they are deemed to have qualified for the lieu day pay.

20.08 If one of the above mentioned holidays occurs on a full-time employee's regular day off or during his annual vacation period, the full-time employee will receive an additional day off in lieu thereof, or an additional day's pay. These options will be the right of the full-time employee.

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

ARTICLE 21 - VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.

21.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department but shall be finally

determined by the administrator having due concern for the proper operation of the nursing home.

- 21.03** Vacation time will be allotted between the months of May and **September inclusive**, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 21.04** Vacations are not cumulative from year to year and all vacations must be taken by **May 31** following the cut off date. Employees shall not waive vacation and draw double pay.
- 21.05** Employees who have not completed their probationary period as of **June 30** will receive four **(4)** percent of their gross earnings during the vacation year.
- 21.06** Full-time employees who have completed their probationary period as of **June 30** will be granted one **(1)** day's vacation for each month of service to a maximum of ten (10) days. Part-time employees who have completed their probationary period as of **June 30** will be granted one day's vacation for each twenty-one (21) shifts of **service** to a maximum of ten **(10)** working days. Vacation pay **for** full-time employees will be the greater of four **(4)** percent of gross earnings during the vacation year and the employee's regular pay for the vacation days. Vacation pay for part-time employees will be four (4) percent of gross earnings during the vacation year.
- 21.07** Full-time employees with one year's service and part-time employees who have completed more than eighteen hundred **(1800)** hours of service on or before **June 30** of the current year shall receive ~~two~~ week's vacation. Vacation pay for full-time employees will be the greater of four (4) percent of gross earnings during the vacation year and the employee's regular pay for two weeks. Vacation pay for part-time employees will be four **(4)** percent of gross earnings during the vacation year.
- 21.08** Full-time employees with three (3) years of service on or before **June 30** of the current year shall receive three (3) weeks' vacation. Part-time employees who have completed more than five thousand four hundred (5,400) hours of service as of **June 30** of the current year shall receive three weeks' vacation. Vacation pay for full-time employees will be the greater of six (6) percent of gross earnings during the vacation year and the employee's regular pay for three weeks. Vacation pay **for** part-time employees will be six (6) percent of gross earnings during the vacation year.
- 21.09** Full-time employees with eight (8) years of service on or before **June 30** of the current year shall receive four (4) weeks vacation. Part-time employees who have completed more than fourteen thousand four hundred **(14,400)** hours of service on or before **June 30** of the current year shall receive four weeks' vacation. Vacation pay for full-time employees will be the greater of eight (8) percent of gross earnings for the vacation year and the employee's regular pay for four weeks. Vacation pay for part-time employees will be eight (8) percent of gross earnings during the

vacation year.

21.10 Full-time employees with fifteen (15) years of service on or before June 30 of the current year shall receive five (5) weeks vacation. Vacation for full-time will be the greater of ten (10) percent of gross earnings. Part-time employees who have completed twenty-seven thousand (27,000) or more hours of service on or before June 30 of the current year shall receive five (5) weeks vacation.

21.11 Employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-five (25) years of service on or before June 30 shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

Effective in the 2004 vacation year, employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-four (24) years of service on or before June 30 shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

Effective in the 2005 vacation year, employees who are regularly scheduled to work seventy-five (75) hours bi-weekly with twenty-three (23) years of service on or before June 30 shall receive six (6) weeks vacation. Vacation pay will be twelve percent (12%) of gross earnings for the vacation year.

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

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

21.14 Vacation pay will be paid to all employees on a separate cheque on the regular pay day in advance of their vacation.

21.15 The Employer will allow vacation during the Christmas and New Year's period as follows:

- 3 H.C.A. from the Day Shift
- 2 H.C.A. from the Afternoon Shift
- 2 H.C.A. from the Night Shift
- 2 Dietary Aides from the Dietary Department
- 1 R.P.N. from each shift
- 1 employee from the Dietary Department (cook)
- 1 employee from the Laundry Department
- 1 employee from the Activity Department

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

Total Hours Paid as of June 30"	Vacation Entitlement
0 to less than 1800 hours paid	4% of gross earnings for the vacation year
1800 to less than 5400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 14400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27000 to less than 45000 hours paid.	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
45000 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year
Effective in the 2004 vacation year:	
27000 to less than 43200 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
43200 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year
Effective in the 2005 vacation year:	
27000 to less than 41400 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
41400 hours or more paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.12 of this Agreement. Same

sex spouse is eligible to be a dependent for insured benefits.

22.02 O.H.I.P

The Home has agreed to pay one hundred per cent (100%) of the billed rate of the O.H.I.P. premium for employees. The Home is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

22.03 Life Insurance

The Employer will pay 100% of the cost of \$17,000 of life insurance. Effective July 1, 2004, life insurance coverage will be increased to \$20,000. Note: Employees must work at least one day after the life insurance improvement to be eligible for the improvement.

22.04 Major Medical

The Employer agrees to continue its coverage of a Major Medical no co-insurance plan (similar to Blue Cross E.H.C.) with a drug card with a \$7.50 dispensing fee-cap and a \$1.00 deductible per prescription. Positive enrolment provision to be included. The Employer agrees to pay 100% of the billed single/family/rate for employees who participate in the plan. Same sex spouse will be eligible to be a dependent for insured benefits.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

22.05 Vision Care

The Employer agrees to continue a Vision Care Plan (similar to the Blue Cross \$120.00 every twenty-four (24) months Plan) and agrees to pay one-hundred percent (100%) of the billed single/family premium for employees who participate in the Plan. Effective January 1, 2005 the vision care coverage will increase to \$140 every 2 years.

If an employee is otherwise covered the Employer shall not be obligated to contribute.

22.06 Dental

The Employer agrees to implement a Dental Plan (equivalent to Blue Cross #9 Plan) based on the current O.D.A. fee schedule for 2002 provided that the enrollment requirements of the plan are met. Effective July 1, 2004, the ODA fee guide will be amended to reflect a two year lag. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed

premium through payroll deductions, If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective July 1, 2004:

Amend Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

Amend Dental plan to reflect that for persons 18 years and older, recall is on a 9 month basis (from 6).

22.07 Hearing Aid

The Employer agrees to implement a \$300.00 hearing aid benefit 100% paid by Employer.

22.08 Benefit Enrolment Requirements

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

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

- (a) Life – when coverage approved.
- (b) Dental - *\$200.00 maximum benefit/covered person.
- (c) E.H.C.
 - (i) Drugs - *\$150.00 maximum benefit/covered person.
 - (ii) Vision – no benefit during first six (6) months.
 - (iii) Hearing – no benefit during first six (6) months.

*During first twelve (12) months of coverage

22.09 Change of Carriers

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

notify the Union if it intends to change the Insurance Carrier.

22.10 Benefit Grievance Resolution

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

- (a) the Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time 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 Baltman. If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.
- (g) the arbitrator shall render a decision within 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 apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits] this process shall also apply to insured benefits.

22.11 The Nursing Homes and Related Industries Pension Plan

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 a holiday;
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) To Be Provided Once Only at Plan Commencement

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

ii) To Be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

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

Address as provided to the Home
Termination date when applicable

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

Gender
Marital Status

22.12 Permanent Part-time Employees Proration Formula Benefits

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

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

Effective July 1, 2006, the prorata formula divisor will be changed to 950 hours.

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

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- (a) pregnancy leave
- (b) parental leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days

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

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

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

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay - based on proration formula, based on hours regularly worked - 4 hours shift = 4 hours pay. Vacation pay - percentage (%) of gross earnings.

22.13 New Hires

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

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

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

For **employees** regularly **scheduled 45** hours **biweekly** or less:

22.14 Payment In Lieu of Benefits

- (a) Effective May 31, 2004, for newly hired part-time **employees** and existing part-time employees following the election in (b), such employees will receive twenty cents (\$0.20) per hour in lieu of Extended Health Coverage (Semi-private (if any); Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of ten thousand dollars (\$10,000.00) for each part time employee who has completed probation to replace existing life insurance coverage, if any. Part-time employees who are post probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours. Employees will not be allowed to use more than 22.5 hours sick time in any calendar year. Sick banks will carry over from year to year but shall not exceed 22.5 hours.
- (b) Part-Time employees who are currently enrolled in any of the **benefits may**, elect in writing to remain in the existing pro-rata benefits scheme for the same benefits that they were participating in as of May 31, 2004 (see Appendix "A"), and not move to the twenty cent plan benefits scheme, new sick leave plan and Ten thousand dollar (\$10,000.00) Life Insurance benefit set out above. Employees on staff as at May 31, 2004 who elect to move to the new scheme will transfer their existing sick leave credits to a maximum of 22.5 hours. Those employees would then integrate into the new standard plan following their election.
- (c) The above-noted standard provision will apply to all new hires following May 31, 2004.

For the period up to the expiry of the collective **agreement**, full-time employees on staff as at May 31, 2004 who subsequently move to part-time status will (at the change of status) have the option of choosing the **pre-ratification** benefit level for part-time employees or the above-noted new provision.

Paid Holidays

- (a) Holiday pay for employees who regularly work 45 hours or less biweekly is based on the proration formula noted in Article 22.12 of this agreement.
- (b) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

- (c) If an employee meets the qualifications in (b) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

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

ARTICLE 23 – INJURY AND DISABILITY

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

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

23.02 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.

23.03 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.

23.04 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.

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

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 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.)

23.06 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.

23.07 Workplace Safety Insurance Board (Challenge)

In the event that the Employer challenges a Workplace Safety Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for W.S.I.B. for a period longer than one complete pay period, may apply to the employer for payment equivalent to the lesser of the benefit she would receive from W.S.I.B. if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 24. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the employer and a written undertaking satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the Workplace Safety Insurance Board. If the claim for the Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 24 - SICK LEAVE

Note: The following provision applies to employees working more than 45 hours biweekly who have prorata sick benefits. The provision below identifies the benefit applicable to a 37.5 hour per week employee. The prorata formula would apply to this new provision in the same way that it currently applies to the weekly indemnity provision. If a contract remains with an in lieu of benefits provision only, the following provisions are applicable to full-time employees only.

Effective July 1, 2004:

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

- (a) Absence for injury compensable under the provisions of the 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) 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 to sixty-six and two thirds (66 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 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.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds (66 2/3) percent of scheduled straight-time wages lost.
- (e) 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 voluntary for all employees.
 - (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
 - (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
 - (d) Notwithstanding (c) above;
 - (i) an employee who averages over Sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be

automatically enrolled at the commencement of the next sign up period,

- (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
- (iii) an employee with an increase in their *prorata* percentage of twenty percent (20%) or greater, above the *prorata* period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.

- (f) 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.

- (g) 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.

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave

benefits for that day of absence.

- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) 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.

24.02 In the event the nursing home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see her physician or to undergo the examination in the home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

24.03 Annual Medical and Sick Leave Certificate

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.

ARTICLE 25 - COMPENSATION

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

25.02 The retroactive payment applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

25.03 Temporary Transfers

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.

25.04 New Classification

When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the

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

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay. If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided 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 classifications.

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

25.05 Wane Progressions

Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of nineteen hundred and fifty (1,950) hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Home, and hours not worked and paid for under the Workers' Compensation Act, shall be considered hours worked for purposes of computing eligibility to progress to the next higher rate within their position classification. Part-time employees, within their position classification, will progress from the "start rate" to the "one year rate" and so on, on the basis of eighteen hundred (1,800) hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Home, and hours not worked and paid under the Workers' Compensation Act shall be considered hours worked for purposes of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 26 - BULLETIN BOARD

26.01 The Home agrees to supply and make available to the Union for the posting of seniority lists and union notices one (1) bulletin board in such place so as to inform

all employees in the bargaining unit of the activities of the Union.

ARTICLE 27 – PAY DAYS

27.01 The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or stub is not handed to them directly by office or management personnel. For purposes of this article, it is understood that management personnel does not include RN's or RPN's. It is understood that pay days shall fall consistently on every other Wednesday.

27.02 Errors on Paycheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one 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 error.

27.03 Employees will be paid every second Wednesday, during working hours, for the two week period ending on the previous Sunday.

27.04 (a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

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

ARTICLE 28 - INTERPRETATION

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

ARTICLE 29 – PERSONAL FILES

29.01 Letters of Reprimand

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

29.02 Suspension

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

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

The Employer shall provide an employee with a copy of any written warning at the time the written warning is given.

ARTICLE 30 – PAID EDUCATION FUND

30.01 Effective July 1, 2004, 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 .**an**.

ARTICLE 31 - TERM

31.01 This Agreement shall become effective as of January 1, 2004 and shall continue in effect until April 30, 2007 and shall continue automatically thereafter during annual periods of one (1) year each unless either party gives written notice to the other party within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

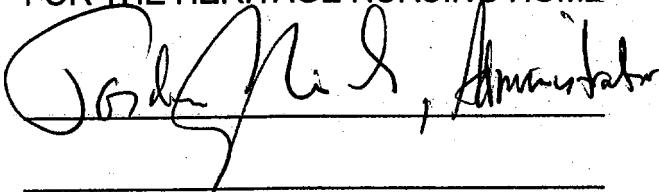
31.02 In the event of such notification being given as to amendment of the agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, R.S.O. 1976, of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, R.S.O. 1970, as amended, whichever should first occur.

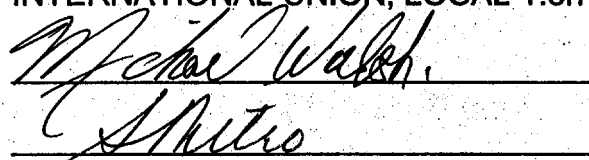
IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives

this day of 2005.

FOR THE HERITAGE NURSING HOME



FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1.0n



SCHEDULE "A"			
Classification	Start	1 Year	2 Years
AIDE (HOUSEKEEPING, LAUNDRY AND DIETARY)			
January 1, 2004	15.03	15.49	15.95
May 1, 2004	15.53	15.99	16.45
January 1, 2005	15.68	16.14	16.60
May 1, 2005	15.93	16.39	16.85
November 1, 2005	16.18	16.64	17.10
May 1, 2006	16.55	17.01	17.47
ATTENDANT I, ACTIVITY AIDE WITH CERTIFICATE			
January 1, 2004	15.37	15.82	16.28
May 1, 2004	15.87	16.32	16.78
January 1, 2005	16.02	16.47	16.93
May 1, 2005	16.27	16.72	17.18
November 1, 2005	16.52	16.97	17.43
May 1, 2006	16.89	17.34	17.80
ATTENDANT I AND ACTIVITY AIDE (WITHOUT CERTIFICATE)			
January 1, 2004	15.21	15.65	16.12
May 1, 2004	15.71	16.15	16.62
January 1, 2005	15.86	16.30	16.77
May 1, 2005	16.11	16.55	17.02
November 1, 2005	16.36	16.80	17.27
May 1, 2006	16.73	17.17	17.64
COOK I			
January 1, 2004	16.59	17.10	17.52
May 1, 2004	17.09	17.60	18.02
January 1, 2005	17.24	17.75	18.17
May 1, 2005	17.49	18.00	18.42
November 1, 2005	17.74	18.25	18.67
May 1, 2006	18.11	18.62	19.04
COOK II			
January 1, 2004	15.95	16.40	16.88
May 1, 2004	16.45	16.90	17.38
January 1, 2005	16.60	17.05	17.53
May 1, 2005	16.85	17.30	17.78
November 1, 2005	17.10	17.55	18.03
May 1, 2006	17.47	17.92	18.40
R.P.N.			
January 1, 2004	17.76	18.24	18.67
May 1, 2004	18.51	18.99	19.42
January 1, 2005	18.66	19.14	19.57
May 1, 2005	19.16	19.64	20.07
November 1, 2005	19.41	19.89	20.32
May 1, 2006	20.03	20.51	20.94
April 30, 2007	20.28	20.76	21.19

Classification	Start	1 Year	2 Years
MAINTENANCE			
January 1, 2004	17.18	17.58	18.02
May 1, 2004	17.68	18.08	18.52
January 1, 2005	17.83	18.23	18.67
May 1, 2005	18.08	18.48	18.92
November 1, 2005	18.33	18.73	19.17
May 1, 2006	18.70	19.10	19.54
JANITOR			
January 1, 2004	15.03	15.49	15.95
May 1, 2004	15.53	15.99	16.45
January 1, 2005	15.68	16.14	16.60
May 1, 2005	15.93	16.39	16.85
November 1, 2005	16.18	16.64	17.10
May 1, 2006	16.55	17.01	17.47

Wage Progression: In accordance with Article 25.

Probationary Rate: 20 cents per hour less than the start rate.

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

Employees who work as Activity Aides and who hold Recreation Certificate shall receive **15** cents per hour above their applicable classification rate.

The parties agree to recognize the personal Support Worker Education Accreditation as Equivalent to Health Care Aide Course.

For the first 4 months following the expiry of the previous agreement, a 50¢/hour lump sum/retroactive payment applicable to all hours paid during that 4 month period (not to be rolled into the wage rates.) This payment will be paid in two equal increments—

- (a) For all collective agreements with a December **31, 2003** expiry or earlier, the first within 45 days of ratification and the second on or before July **1, 2005**.
- (b) For all collective agreements with an expiry date after December **31, 2003**, the first within 45 days after the 4 month period has elapsed following the expiry of the previous agreement and the second on or before July 1, 2005.

A Pay Equity adjustment of **\$1.50** per hour has been incorporated in the above hourly rates.

PAY EQUITY AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n**

and

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

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

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

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

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

Agreement renewal date in 2004 – 15 cents per hour
Agreement renewal date in 2005 – 15 cents per hour

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

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

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act and following the final pay equity adjustment in 2005, the complete \$1.50 will have been paid and Pay Equity will have been achieved.

DATED this 2nd day of December, 2004

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE UNION

APPENDIX "A"

For those employees working 45 hours or less bi-weekly, who elected, as their one-time option, status quo, the following shall apply:

Health and Welfare

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.12 of this Agreement. Same sex spouse is eligible to be a dependent for insured benefits.

22.02 O.H.I.P

The Home has agreed to pay one hundred per cent (100%) of the billed rate of the O.H.I.P. premium for employees. The Home is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if the employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.

22.03 Life Insurance

The Employer will pay 100% of the cost of \$17,000 of life insurance. Effective July 1, 2004, life insurance coverage will be increased to \$20,000. Note: Employees must work at least one day after the life insurance improvement to be eligible for the improvement.

22.04 Major Medical

The Employer agrees to continue its coverage of a Major Medical no co-insurance plan (similar to Blue Cross E.H.C.) with a drug card with a \$7.50 dispensing fee-cap and a \$1.00 deductible per prescription. Positive enrolment provision to be included. The Employer agrees to pay 100% of the billed single/family/rate for employees who participate in the plan. Same sex spouse will be eligible to be a dependent for insured benefits.

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

22.05 Vision Care

The Employer agrees to continue a Vision Care Plan (similar to the Blue Cross \$120.00 every twenty-four (24) months Plan) and agrees to pay one-hundred percent (100%) of the billed single/family premium for employees who participate in the Plan. Effective January 1, 2005 the vision care coverage will increase to \$140 every 2 years.

If an employee is otherwise covered the Employer shall not be obligated to contribute.

22.06 Dental

The Employer agrees to implement a Dental Plan (equivalent to Blue Cross #9 Plan) based on the current O.D.A. fee schedule for 2002 provided that the enrollment requirements of the plan are met. Effective July 1, 2004, the ODA fee guide will be amended to reflect a two year lag. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective July 1, 2004:

Amend Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

Amend Dental plan to reflect that for persons 18 years and older, recall is on a 9 month basis (from 6).

22.07 Hearing Aid

The Employer agrees to implement a \$300.00 hearing aid benefit 100% paid by Employer.

Holidays

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

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Employees' Birthday	Boxing Day
	One Float Day

(b) There shall be one additional paid holiday on the third Monday in February. The understanding is that the date of the additional holiday will correspond with Heritage Day. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

20.02 Employees will be able to stack six (6) statutory holidays to be taken with vacation or weekends by mutual consent between the Employer and employee, having due concern for the welfare of the Home.

20.03 For clarification purposes of when a Paid Holiday begins and ends the first shift of the day shall be the shift where the majority of hours are completed before 8 a.m.

20.04 A full-time employee on the active payroll at the time of the holiday and who does not work on the holiday will be paid for seven and one half (7 1/2) hours at his/her straight time hourly rate for the day of observance of the above designated holiday, provided he/she meets all of the following eligibility rules:

- (a) The employee has completed his/her probationary period as of the date of the holiday; and
- (b) The employee must have worked the full scheduled shift on the last scheduled working day prior to and the next scheduled working day after such holiday unless excused by the Home.

20.05 Where an employee's absence on an aforementioned qualifying shift is due to illness, confirmed by a doctor's certificate, if requested by the Home, the employee shall be eligible to receive holiday pay.

20.06 Employees shall be required to work holidays on an equitable rotating basis.

20.07 An employee who is required to work on any of the above mentioned holidays shall receive time and one half (1 1/2) his regular rate of pay for all hours worked. In addition the employee shall receive holiday pay or a day off with pay in lieu thereof. When an employee has met the qualifiers for a statutory holiday, they are deemed to have qualified for the lieu day pay.

20.08 A part-time employee will qualify for holiday pay provided:

- (a) However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.

Except at Christmas and New Year's period where there is more than one (1) holiday. The entitlement shall be limited to a maximum of two (2) days.

- (b) He/she has worked his/her full scheduled shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding and/or following shift due to illness verified by medical doctor's certificate.

Holiday pay will be computed on the basis of the average of the number of hours which the employee worked on the twelve **(12)** days or more multiplied by the employee's regular hourly rate of pay.

- 20.09** If one of the above mentioned holidays occurs on a full-time employee's regular day off or during his annual vacation period, the full-time employee will receive an additional day off in lieu thereof, or an additional day's pay. These options will be the right of the full-time employee.
- 20.10** There shall be no pyramiding of premium pay, overtime pay, sick leave pay and paid holiday pay.

Sick Leave

Effective July 1, **2004**:

- 24.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and will be granted to all employees on the following basis:
- (a) Absence for injury compensable under the provisions of the 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) 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 to sixty-six and two thirds **(66 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 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.
 - (d) The Employer will pay one hundred percent (100%) of the billed premium for participating part time employees for a weekly indemnity plan covering personal illness or injury for weeks **18** through **35** of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds **(66 2/3)** percent of scheduled straight-time wages lost.
 - (e) Weekly Indemnity plan for employees employed as at May **31, 2004** 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 employees home or paid by direct deposit.

- (a) Weekly Indemnity participation is voluntary for **all** employees.
- (b) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- (c) Notwithstanding(b) above:
 - i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one **(1)** month of the successful posting,
 - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.
- (f) 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.

- (g) 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.

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two **(2)** hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half **(1-1/2)** hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in **loss** of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) 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**.

CENTRAL LETTERS OF UNDERSTANDING

1. Re: Upgrade or Hiring Educational Qualifications

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

Failing agreement, this matter be referred to Arbitrator I. Teplitzky. The Arbitrator will be the final arbitrator.

2. Re: Credit Check Letters

Upon written request of the employer and with reasonable notice, the Employer will provide employee a credit check in the following format. Employees will not make such requests more than three times per year.

(Letterhead)

Date

To Whom It may concern:

This letter will confirm _____ employee _____ has been employed by _____ Employer _____ since date of hire.

_____ Employee _____ is currently employed as a(n) _____ classification. The current hourly rate for this position is \$ _____.

For the calendar year (year), _____ (employee's) _____ earnings, per T4 statement, were \$ _____.

Administrator

Facility

3. Re: Central Negotiating Committee

Where the parties agree to renegotiate this agreement using central negotiations, the Union shall appoint or elect a Central Negotiating Committee as stipulated by the Terms of Reference for the Central Negotiating Process for the purpose of negotiating amendments to the collective agreement.

4. **Re: Return to Work Program and Labour Market Re-Entry**

The employee acknowledges her obligations and the Employer acknowledge the Employer's obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs under the Workplace Safety and Insurance Act and the Union agrees that this Collective Agreement will be interpreted, in such a way as to permit those obligations to be discharged.

Each facility or employer group by mutual agreement will review with the Union at the Labour Management Committee by November 2004, its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

5. **Re: Staffing**

LETTER TO THE MINISTER OF HEALTH AND LONG TERM CARE

Service Employees International Union, Local 11 and the 77 Participating Nursing Homes in the joint collective bargaining process for 2004 make the following statements to The Honourable George Smitherman, Minister of Health and Long Term Care:

1. The Employers, employees and their union, SEIU, wish to make the Minister aware of the fact that the increasing care needs of the residents of L.T.C. Homes, combined with Ontario's lower levels of staffing provided due to the underfunding of L.T.C. Homes by the Government of Ontario, risk compromising the quality of care all long term care residents deserve.
2. The increasing burden on employees to meet the care needs of our seniors in L.T.C. homes is putting those employees at risk of personal injury and "burnout". Employees and employers have a desire to provide high quality care and services to our residents and are frustrated by the severe demands and limitations placed on them by the underfunding of the long term care system.
3. When public statements are made alleging inferior service or uncaring attitudes of some employees and/or employers it casts a negative shadow on all those providing services to long term care residents. We are all tired of being the scapegoats of a system that has been neglected for far too long.
4. We ask that the Government provide the sector with the funding necessary to staff at the levels required to provide a quality of care and service whereby all those connected with the L.T.C. system, residents, employers, employees, families, bureaucrats and politicians, can stand up and say we are proud to be associated with long term care in Ontario.

WHEREAS SEIU, Local 1.0n and the 77 Participating Nursing Homes in the joint collective bargaining process for 2004 prepared a joint statement for delivery to The Honourable George Smitherman, Minister of Health and Long-Term Care;

and

WHEREAS it is imperative that the voice of employers, employees and **their union** be heard within the Government of Ontario with respect to the **understaffing of long-term care homes** in Ontario;

The parties agree as follows:

1. The parties shall create a Steering Committee comprised of two employee nominees and **two employer nominees**.
2. The Steering Committee shall deliver the joint statement to Minister Smitherman and shall seek a meeting of the members of the Committee with the Minister to discuss the issues raised in the joint statement.
3. The Committee will report back to the employees and the **employers**.
4. The Committee will continue to develop joint advocacy strategies with the objective of increasing funding for improved staffing levels. This advocacy will continue for the duration of this collective agreement.

6. Re: Sick Leave

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