

COLLECTIVE AGREEMENT

BETWEEN

**KENNEDY LODGE NURSING HOME
(SERVICE - PART-TIME UNIT)**

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL ■ CANADA**

EFFECTIVE: May 1, 2010

EXPIRES: September 15, 2011

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COLLECTIVE AGREEMENT

BETWEEN:

**KENNEDY LODGE NURSING HOME
(Part-time Unit)
(hereinafter called the "Employer")**

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0n

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 mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of Kennedy Lodge Nursing Home at 1400 Kennedy Road in Metropolitan Toronto regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, office staff and persons covered by subsisting collective agreements.

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.

2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

ARTICLE 3 - MANAGEMENT RIGHTS

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

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee;
- (c) to hire, transfer, lay off, re-call, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular areas or on the whole.

ARTICLE 4 – DEFINITIONS

4.01 The word "employee" as used in this agreement shall mean an employee who works forty-eight (48) hours or less in a bi-weekly period.

It is understood and agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period, for up to twenty (20) consecutive weeks, shall retain her part-time status under this agreement according to the following conditions:

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

- 4.02 A part-time employee, who it is understood is covered by this collective agreement, is one who is committed to and works a regular schedule of hours such that the total of bi-weekly scheduled hours is forty-eight (48) hours or less.
- 4.03 The part-time employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's period, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position, and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.
- 4.04 An on-call employee, who it is understood is covered by this collective agreement, is an employee who is called to work occasionally, usually in an on-call basis, but who does not work a regular schedule, or does so only for a specified period, but not for the purpose of depriving another employee of regular employment.
- 4.05 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

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 a one-time union dues administrative assessment for newly hired employees and regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.
- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.
- (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 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 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.
- 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 undertakes that there shall be no strikes, as defined in the *Labour Relations Act*, during this agreement.

6.02 The Employer undertakes that there shall be no lockouts, as defined in the *Labour Relations Act*, during this agreement.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the Nursing Homes in the Province of Ontario the Union will elect or otherwise select a negotiating committee consisting of one representative from each Nursing Home.
- (b) If negotiations are carried on individually it is agreed that the Union will elect or otherwise select a negotiating committee consisting of three employees one of whom shall be the chief steward and one of whom shall be from the part-time unit, if possible.
- (c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- (d) The Nursing Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.
- 7.02 The Employer will recognize the Union Administrative Committee for both the full-time and part-time bargaining units, which shall consist of a chief steward and four (4) stewards, at least one of which shall be a member of the part-time bargaining unit. Not more than two (2) committee members shall meet with Management at one time. The Employer shall be advised of the names of the members of this committee and shall be notified of any changes from time to time. All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- 7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shift shall receive paid time off for the actual day of the negotiating meeting.

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 will apply.

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

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

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

7.05 CMI/RAI MDS 2.0 Language

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

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 (as amended) 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 Stewards will first obtain department head or designate permission, before undertaking Union business. When such Union business has been completed, the employee will advise the department head or designate.

7.07 Return to Work

(a) The employee acknowledges her obligations and the Employer

acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

- (b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work programs for work related injuries.
- (c) The Employer agrees that its Early and Safe Return to Work programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- (e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

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 Number 1 Verbal Grievance

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

Step Number 2

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

Step Number 3

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

- 8.02 Any of the time allowances above may be extended by mutual agreement of the parties.
- 8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Steward is entirely unavailable the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.

8.05 Discharge Grievance

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.

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 2 may be omitted in such cases.

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

8.06 General 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 2 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 3 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 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

8.08 Group Grievance

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

8.09 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.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of 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 Chair of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chair 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 Chair 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 Chair 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 Chair.
- (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 Chair 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. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended.
- (b) During an absence not paid by the Employer exceeding 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 for the period of the absence.

- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of 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 benefits if the employee continues their contribution towards said benefits.

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

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

9.02 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 promotions, demotions or permanent transfers, qualifications, performance and experience will be considered. If these factors are relatively equal then seniority shall govern.

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

9.05 S Lists

The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments, in January and July of each year, showing employees' names in order of seniority, classification, the seniority and starting

dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward

9.06 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*.

9.07 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 the 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 right of returning to the position she held prior to the lay-off should it become vacant within twelve (12) months of being recalled, if the qualifications for the job have not changed.
- (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.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

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

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

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

11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) 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 (112½) 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) A full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and

his/her classification seniority. Upon entering into a part-time status, he/she shall suffer no loss of wage rate and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement. Seniority will be converted based on one calendar year equalling 1800 hours. Sick leave benefits accumulated at time of transfer shall remain to the credit of the employee, but shall not be used.

- (b) A part-time employee, changing her status to that of a full-time employee, covered by the full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status she shall suffer no loss of basic wage rate but shall forfeit the premium paid part-time employees in lieu of benefits, and then will progress in seniority and wage rate increase in the same manner as other full-time employees covered by the full-time Agreement. Seniority will be converted based on 1800 hours equalling one calendar year.
- (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, unless an opportunity arises which allows a part time employee to bid on a temporary full-time posting.

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

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) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request or any other reason as determined by the Employer acting within the scope of Article 6 the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.
- (c) Subject to (a) and (b) 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 (which for part-time employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

- 15.04 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 15.1 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 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

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

- (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 Employer shall grant leaves 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 eighteen (18) days notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While 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, EI, CPP and WSIB) 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.
- (f) 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, including the selection and all preliminary processes, 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 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.

It is understood that this article shall be administered pursuant to the Loss of Seniority provisions of this Agreement.

15.17 Family Medical Leave (as per ESA)

The employee and the Employer will continue to pay their respective shares of the benefits premiums.

- (a) Family medical leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 (twenty-six) week period in accordance with the *Employment Standards Act* which requires a certificate from a qualified medical practitioner.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.
- (d) The Record of Employment (ROE) will be provided immediately following the seventh (7th) day of such leave.

15.18 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 No employee covered by this Agreement is guaranteed hours of work per day, or per week, or days of work per week. Employees shall be offered work in accordance with their stated availability if the operating requirements of the nursing home are such that such work is warranted.

16.02 A full shift shall mean seven and one-half (7 1/2) consecutive hours worked, excluding meal periods and including rest periods.

16.03 A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.

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 ½ hour unpaid lunch within the shift.

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

16.06 Work schedules covering a two (2) week period will be posted two (2) weeks in advance, for part-time employees working a regular schedule. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.

16.07 Employees will be required to provide in writing to the employer their availability for work covering a 3-month period. The employer will provide an availability form in duplicate so that employees may retain a copy for verification. The employer will not be required to call an employee for work during the three (3) month period if the employee fails to provide the above noted written availability.

16.08 There shall be no split shifts.

16.09 Part-time employees shall not be scheduled for more than seven (7) consecutive days.

16.10 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 or 8 1/2 hours.

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

ARTICLE 17 – PREMIUM PAYMENTS

17.01 Overtime

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

17.02 (a) In no event shall there be any pyramiding of benefits or payments.

(b) 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 Reportins Allowance

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

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

17.04 Article 17.03 shall be waived and not binding upon the Employer in the case of any labour dispute or emergency such as fire or power shortage which disrupts the operation of the nursing home, nor shall it apply to employees returning to work without notice after absence.

17.05 Call-in

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

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

17.07 Where the Employer assigns an employee to orient a newly hired employee in this bargaining unit during her orientation period, the employee who is training will receive a premium of \$1.50 per hour and the newly hired person will receive a premium of \$1.50 per hour less than the start rate of her classification. These revised payments will apply only during the period of orientation which shall not normally exceed five (5) days. This provision only applies when an SEIU bargaining unit member is assigned to orient a newly-hired employee in this bargaining unit during her orientation period.

ARTICLE 18 – UNIFORM ALLOWANCE

18.01 Uniform Allowance

For those employees who elected the standard payment in lieu of benefits pursuant to the one-time choice following May 31, 2004, the following shall apply:

- (a) Uniform allowance shall be accumulated based on 0.7 cents per hour and shall be paid by the employer by the last pay period in December of each year.
- (b) Such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (c) Employees shall have the preference of wearing white or coloured uniforms.

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

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 certified member or person who is properly trained to inspect the workplace. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

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

- 19.04 The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s. 51, s. 52, and s. 53 of the *Act* and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the

incidence of occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

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 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

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.

19.12 Day of Mourning

Each year on April 28 at 1:00 am, one minute of silence shall be observed in memory of workers killed or injured on the job.

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

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

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

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

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

19.16 No Harassment

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

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

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

ARTICLE 20 - PAID HOLIDAYS

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01 Holiday pay for employees who regularly work more than 48 hours but less than 75 hours is based on proration formula noted in Article 22.10 of the full-time agreement.

20.02 (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 20.02 (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.

20.03 Employees who qualify under Article 20.01, shall receive the following paid holidays, with pay, calculated as in Article 20.02:

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

20.04 The anniversary date of an employee's employment will be recognized as a float holiday which is to be taken on the anniversary date, or within forty-five (45) days following the anniversary date, with payment qualified and computed on the basis of Article 20.01 and 20.02. Notwithstanding Article 20.01, for the purpose of Article 20.04, the number of qualifying days shall be six (6).

There will be an additional paid floating holiday to be taken on a day mutually agreed between the Employer and the employee with payment qualified and computed on the basis of Article 20.01 and 20.02.

20.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his "float holiday", will, in addition to his holiday pay, if any, be paid at the rate of one and one-half (1 ½) times his regular rate of pay for all hours worked on the holiday.

20.06 An employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.02.

20.07 For clarification purposes, when a holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before eight (8) a.m.

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

20.09 An employee can bank two worked holidays in a calendar year. The lieu days may be taken at a time which is mutually convenient to both the employee and the employer, but in no event can such days be carried forward beyond November 30 of a given calendar year.

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 vacations shall be based on the selection by the employee according to seniority in each department but shall be finally determined by the Employer having due concern for the proper operation of the Nursing Home. All vacation requests shall be submitted by March 15 of each year. In order to facilitate vacation scheduling, employees will indicate first, second and third choices for vacation time off. The Employer will post a draft of the vacation allocation by April 15.

Those employees who did not receive any of their three (3) choices will be entitled to submit three (3) additional choices by April 30.

Vacation requests received after March 15 and after April 30, where appropriate, will be considered on a first come-first served basis, determined by the Employer having due concern for the proper operation of the Nursing Home. Any vacation time remaining and for which requests have not been received by September 30 of any year, will be scheduled by the Employer at the Employer's discretion.

21.03 Vacation time will be scheduled at any time during the year except from December 15 to January 15 and will be mutually arranged between the individual employee and the Employer.

The Employer agrees to allow two (2) employees from each shift to take vacation during the Christmas period on a rotating seniority basis under the following conditions.

- (a) There are replacement staff who are available to fill in during this period.
- (b) At least two (2) months' notice is given to the Employer of an employee's intention to exercise vacation time during the Christmas period.
- (c) The Employer in its own discretion may refuse requests to take vacation during the Christmas period if for any reason the efficient operation of the Nursing Home will be detrimentally affected, and such a decision will not be subject to a grievance.
- (d) The scheduling of such vacation will be at the discretion of the Employer.

21.04 Vacations are not cumulative from year to year and all vacations must be taken by no later than June 30 of any year. During the prime vacation months of June, July, August and September, Employees shall be limited to three (3) consecutive weeks vacation where so earned and approved. Employees shall not waive vacation and draw double pay.

21.05 Employees who have not completed their probationary period as of the cut off date will receive 4% of their gross earnings during the vacation year.

21.06 Employees who have completed their probationary period as of the cut off date will be granted one (1) day's vacation for each month of service to a maximum of 10 days. Vacation pay for such employees will be 4% of gross earnings during the vacation year.

21.07 Employees with 1800 hours paid on or before the cut off date of the current year shall receive two (2) calendar weeks vacation. Vacation pay for such employees will be 4% of gross earnings for the vacation year.

- 21.08 Employees with 5400 hours paid on or before the cut off of the current year shall receive three calendar (3) weeks vacation. Vacation pay for such employees will be 6% of gross earnings for the vacation year.
- 21.09 Employees with 14400 hours paid on or before the cut off date of the current year shall receive four (4) calendar weeks vacation. Vacation pay for such employees will be 8% of gross earnings for the vacation year.
- 21.10 Employees with 27000 hours paid on or before the cut off date of the current year shall receive five (5) calendar weeks vacation. Vacation pay for such employees will be 10% of gross earnings for the vacation year.
- 21.11 Employees with 41,400 hours paid on or before the cut-off date of the current vacation year shall receive six (6) calendar weeks vacation. Vacation pay for such employees will be 12% of gross earnings for the vacation year.
- 22.12 Effective for the purposes of earning vacation in the 2008 vacation year for taking in the 2009 vacation year, employees with 50,400 hours paid on or before the cut-off date of the current vacation year shall receive seven (7) calendar weeks vacation. Vacation pay for such employees will be 14% of gross earnings for the vacation year.
- 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 annual vacation to which such employees shall be entitled from the cut off date of the year of termination of employment, which shall be paid no later than the next regular payroll date.
- 21.14 Vacation pay will be paid to all employees in advance of their vacation, on the regular pay day providing the employee so requests and such request is received in writing with at least three (3) weeks' advance notice to the Employer. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.
- 21.15 Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1800 hours paid equals one (1) year of service.
- 21.16 Part-time Vacation Pay

If the Employer currently has the computer systems' capability to implement bi-weekly vacation pay, they shall do so by the start of the next vacation year or earlier.

Those Employers with no computer capability will endeavour to implement bi-weekly vacation pay if there is no significant administrative burden, by the start of the next vacation year or earlier. If the Employer does not so implement, it will provide reasons in writing to the Union.

Where possible without extensive programming changes, the amount of vacation pay will be separately identified on the pay stub.

21.17 Christmas and New Years vacation Scheduling

The Employer may grant vacation during Christmas/New Year's period to a maximum of two (2) employees (maximum of three (3) employees in homes with 120 beds or greater, and a maximum of four (4) employees in homes with 160 beds or greater) in the entire bargaining unit, on a rotating seniority basis, subject to the following

- (a) there are replacement staff who are available to fill in during this period.
- (b) notice must be given to the employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the collective agreement or at least six (6) month's notice if no cut-off date exists in the collective agreement.
- (c) employee's requests to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Nursing Home.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 For employees regularly scheduled 48 hours biweekly or less:

- (a) Effective May 31, 2004, for newly hired part-time employees and existing part-time employees who elected the new standard "in lieu" provision, 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) For existing employees on staff as at May 31, 2004, working 48 hours biweekly or less, who elected "status quo", Appendix " A will continue to apply.")

The above-noted standard provision will apply to all new hires following May 31, 2004.

- (c) Effective July 1, 2007, part-time employees, upon completion of ninety (90) calendar days of employment, will receive forty cents (\$0.40) per hour in lieu of Extended Health Coverage (Semi-Private, if any), Hearing, Vision, Drugs and other Extended Health benefits), Dental Plan, Sick Leave and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premium toward a flat rate life insurance of fifteen thousand dollars (\$15,000).

22.02 The Employer agrees to participate and provide a pension plan as per the Central Nursing Homes and Service Employees International Union.

22.03 The Nursing Home and Related Industries Pension Plan

1. 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, allowance etc., are excluded.

"Eligible Employees" 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 4% (four percent) of applicable wages to the Plan. The Employer shall match such contributions, the amount being 4% (four percent) 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 P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

- (i) To be Provided Once Only at Plan Commencement
Date of Hire
Date of Birth
Date of first Remittance
Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).
- (ii) To be Provided with each Remittance
Name
Social Insurance Number
Monthly remittance
Pensionable Earnings
Employer portion of arrears owing due to error, or late enrolment by the Employer
- (iii) To be Provided Periodically
Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
Termination date when applicable
- (iv) To be Provided Once, if they are Readily Available
Gender
Marital Status

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

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.02 will be paid to the employee.

ARTICLE 23 – INJURY AND DISABILITY

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

- (a) The employee will be eligible for WSIA benefits in accordance with the WSIA.
- (b) If a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.
- (c) An employee shall maintain regular contact with the Employer during the absence and will co-operate in the Employer's Return to Work program.

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 six (6) weeks 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 six (6) weeks, 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 an employee who has been employed for more than one (1) year returns to work within one hundred and four (104) 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 who has been employed for more than one (1) year returns to work after one hundred and four (104) 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.)

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

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, the employee

shall be accommodated in a manner consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

ARTICLE 24 – SICK LEAVE

24.01 Employees absent from work due to illness or injury where such absence exceeds two (2) days are required to keep the employer informed of their status on a current basis. The employee shall contact his or her respective department head on a required basis for the purpose of informing the Employer of his or her progress and to assist in planning for his or her return to work.

24.02 If a full-time employee who has been employed for more than one (1) year returns to work after one hundred and four (104) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

24.03 Annual Medicals 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 Arbitration.

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 certificate. In the alternative, the employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 25 – COMPENSATION

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

25.02 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 Wage Progression

Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 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 Employer, and hours not worked and paid for under the *Workers'*

Compensation Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 26 - BULLETIN BOARD

26.01 The Employer agrees to supply and make available to the Union for 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 agrees that wages will be paid bi-weekly. Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on the Thursday following the pay period after 2 p.m. Where the hours of work are averaged over a two-week period, that two-week period will be the same two weeks as the pay period.

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

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

- (a) The night shift will be paid prior to completing the Friday a.m. shift;
- (b) The day shift will be paid during the day shift working on Thursday, commencing at 2:00 p.m.;
- (c) The afternoon shift will be paid during their regular shift, on Thursday;
- (d) Employees who are off on Thursday will be paid on Thursday commencing 2:00 p.m.

27.03 The employee will be paid in a case of a pay cheque error caused by the Employer within the next four (4) working days excluding weekends and statutory holidays.

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, unless reversed at arbitration or by settlement.

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 ie. residents and family where the record will remain on file, unless reversed at arbitration or by settlement.

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.

29.04 Employees are entitled to receive a copy of their performance evaluation if they so request in writing.

ARTICLE 30 – PAID EDUCATION FUND


30.01 The Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a fund established by Service Employees' International Union Local 1 Canada.

ARTICLE 31 - TERM

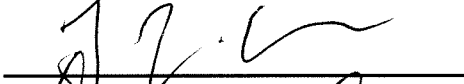

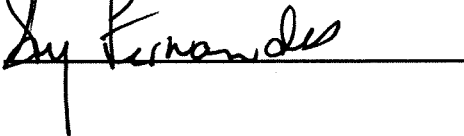
- 31.01 This Agreement shall be effective from May 1, 2010, and shall continue in effect until September 15, 2010 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.
- 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 in the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the *Labour Relations Act, 1980* of the Province of Ontario, and the *Hospital Labour Disputes Arbitration Act, 1980*, as amended, whichever should first occur.

DATED AT TORONTO, THIS 10th DAY OF May, 2011.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

**SCHEDULE "A"
KENNEDY LODGE
CLASSIFICATION AND WAGES**

Classification	Start	1 Year	2 Years
R.P.N.			
May 1, 2009	22.940	23.473	23.936
May 1, 2010	23.399	23.942	24.415
Dietary, Laundry Aides, Janitor			
May 1, 2009	17.972	18.460	18.958
May 1, 2010	18.331	18.829	19.337
Nurse Aide; Activity Aide (Uncertified)			
May 1, 2009	18.175	18.649	19.160
May 1, 2010	18.539	19.022	19.543
P.S.W., Activity Aide (Certified)			
May 1, 2009	18.353	18.852	19.349
May 1, 2010	18.720	19.229	19.736
Maintenance			
May 1, 2009	20.299	20.739	21.237
May 1, 2010	20.705	21.154	21.662

Cook I			
May 1, 2009	19.658	20.216	20.690
May 1, 2010	20.051	20.620	21.104
Cook II			
May 1, 2009	18.958	19.480	19.978
May 1, 2010	19.337	19.870	20.378

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.

The parties agree to recognize the personal support worker. Education accreditation as equivalent to the Healthcare Aide course.

Activity Aide who hold a Personal Support Worker Certificate or Recreation Certificate shall receive the same rate of pay as those employees in the Personal Support Worker (PSW) classification.

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

Recognition of Previous Experience – RPN's Only

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

PAY EQUITY AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

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

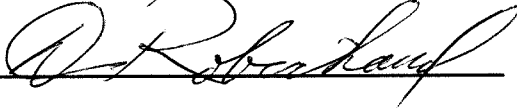
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the “new classification” clauses of the Collective Agreements.

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.


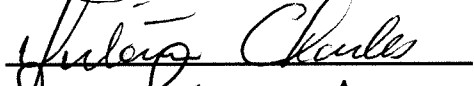
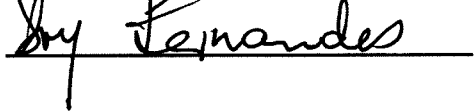
The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act and following the final pay equity adjustment in 2005, the complete \$1.50 will have been paid and Pay Equity will have been achieved.

DATED AT TORONTO, THIS 10th DAY OF May, 2011.

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION

CENTRAL LETTERS OF UNDERSTANDING

1. F Upgrading or Acquiring icatic ns

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

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

2. Re: Credit Check Letters

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment 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: Province-Wide Multi-Union Violence in the Workplace Discussion

The parties agree to invite the Unions and the Employers representatives of the workforce and workplaces in the Nursing Home sector to participate in a discussion of methods to eliminate violence in the workplace between employees.

5. Re: Article 15.15 (Trial Period for the duration of this collective agreement)

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

- The employee provides confirmation of acceptance into the education program from the educational institution within 2 weeks of commencement of the program.
- The employee must immediately notify the employer, within two weeks, if she withdraws from the program.
- In the event an employee withdraws from the program, the approved leave will cease.

The failure to provide the above will result in the withdrawal of the employers approval of the requested leave.

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

6. Letter of Intent - Joint Provincial Registered Practical Nursing Committee

The parties agree to form a Joint Provincial Registered Practical Nursing Committee (RPNC). The RPNC will be comprised of equal representation from SEIU, Local 1.0n and the Participating Nursing Homes, not to exceed four (4) members from each party.

The cost to participate in this Committee will be at the expense of the respective parties.

The mandate of the RPNC will be:

- To promote the full scope of practice for cost effective utilization of skills for RPN's in the long term care setting;
- To Aid in the recruitment and retention of RPN's in the long term care industry, such as through a joint RPNC marketing campaign directed at promoting the use of full scope of practice in our settings and the related career opportunities associated with the provision of the highest standards of quality resident care and services in long term care Homes.
- To promote and expand nursing education and the life long learning opportunities in long term care, such as through joint attendance at related job fairs, joint presentations to student RPN's of the advantages of long term care as a career choice.
- To promote nursing education related to College of Nurses professional standards, Ministry of Health guidelines and standards for long term care, and access to RPNAO's educational opportunities and funding and promotion of their standards
- To make Joint representations that benefit the industry as it relates to quality of standards and economic efficiencies in delivery of care.

The RPNC will:

- meet within 90 days of ratification of the Memorandum of Settlement to develop terms of reference and agreed upon meeting schedule, to meet at a minimum of three times per year.
- be co-chaired by Nursing Home representative and the representative from SEIU.

The RPNC report will be presented to the participating nursing Homes central bargaining committee and SEIU Local 1 on RPN Division for review.

Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN initiatives.

APPENDIX "A"

For those employees working 48 hours biweekly or less who elected status quo, as their one-time option, the following shall apply:

Employees covered by this Collective Agreement will receive a premium of fifty-six cents (56 cents) for each hour worked in lieu of the following benefits: O.H.I.P., Extended Health Care Plan, Dental Care Plan, Group Life Insurance, Vision Care Plan, Sick Leave, Uniform Allowance and Shift Premium. This will be payable every pay period and will be in addition to the hourly wage rate.

Paid Holidays

20.01 An employee shall qualify for holiday pay if:

- (a) he/she has earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday, and;
- (b) he/she has worked a 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, in which case the employee will be eligible for one (1) days holiday paid during any one (1) period of illness.

20.02 Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) or more days referred to in Article 20.01(a), multiplied by the employees regular hourly rate of pay.

20.03 Employees who qualify under Article 20.01, shall receive the following paid holidays, with pay, calculated as in Article 20.02:

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

20.04 The anniversary date of an employee's employment will be recognized as a float holiday which is to be taken on the anniversary date, or within forty-five (45) days following the anniversary date, with payment qualified and computed on the basis of

Article 20.01 and 20.02. Notwithstanding Article 20.01, for the purpose of Article 20.04, the number of qualifying days shall be six (6).

There will be an additional paid floating holiday to be taken on a day mutually agreed between the Employer and the employee with payment qualified and computed on the basis of Article 20.01 and 20.02.

- 20.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his "float holiday", will, in addition to his holiday pay, if any, be paid at the rate of one and one-half (1 ½) times his regular rate of pay for all hours worked on the holiday.
- 20.06 An employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.02.
- 20.07 For clarification purposes, when a holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before eight (8) a.m.
- 20.08 There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.
- 20.09 An employee who has met the qualifier for a paid holiday is deemed to have qualified for lieu day pay.
- 20.10 An employee can bank two worked holidays in a calendar year. The lieu days may be taken at a time which is mutually convenient to both the employee and the employer, but in no event can such days be carried forward beyond November 30 of a given calendar year.

LOCAL LETTERS OF UNDERSTANDING

I - Re: Standard of Conduct Booklet

The Employer will provide the Union with a copy of any addition/amendment to the Employee's Standard of Conduct Booklet.

2. Re: Notice Boards

The Parties agree that the Employer will provide a lockable notice board to all Homes that do not presently have a lockable notice board.

The lockable board will be for the purposes of posting completed Master Schedules, job competitions and any other management notices.

Such boards will be posted in the staff common area and will be purchased within ninety (90) days after the date of ratification/award of the agreement.

The Parties further agree that copies of the Master Schedule shall be given to the Chief Steward as per Article 16.01 (a) of the collective agreement.