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Unit No. 410/410A

COLLECTIVE AGREEMENT

BETWEEN

HERITAGE GREEN NURSING HOME
(hereinafter called the "Employer")

RECEIVED
APR 27 2006

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N

Affiliated with the S.E.I.U.
C.L.C.
(hereinafter called the "Union")

EXPIRY: APRIL 30, 2007

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at its Home in the Regional Municipality of Hamilton-Wentworth, save and except registered and graduate nurses, paramedical personnel, supervisors, persons above the rank of supervisor and office staff.

2.02 The Employer undertakes that it will not enter into any other agreement or contract with the employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2.03 Where the female pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practised by the Employer or the Union, or by any of their representatives, with respect to membership or non-membership in the Union.

3.02 Every employee has a right to equal treatment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, in accordance with the Ontario Human Rights Code, as interpreted by a court of competent jurisdiction.

3.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 4 - DEFINITIONS

4.01 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 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.
- (b) The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

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

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

- 5.02 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

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

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

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

5.05 Employment of Disabled Workers

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

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this agreement. The meaning of the words "**strike**" and "**lockout**" shall be as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the management, and remain exclusively and without limitations within the rights of management.

7.02 Without limiting the generality of the foregoing, management's rights include:

- (a) the right to maintain order, discipline and efficiency and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for proper cause.
- (b) the right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, classify, lay-off, recall and suspend employees and select employees for positions not covered by this Agreement.
- (c) the right: to determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Home including

establishing standards and degree of quality of care to be provided; to direct the working forces; to plan, direct and control the operation of the Home, including the extent to which the Home will operate; to introduce new and improved methods, facilities and equipment; to determine the amount of supervision necessary; to combine or split up a department; to determine work schedules; to determine the number of employees required for the purposes of the Employer, including increases and decreases in personnel.

- (d) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in the Home.

7.03 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement and it is understood that a claim that the Employer has so exercised these rights shall be a proper subject for a grievance.

7.04 Such rules will be posted on the employee's Bulletin Board with a copy supplied to the Union Committee. The management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the Bulletin Board with copies to be supplied to the Union Committee. The Union Committee shall have the right to make representation before any rule is amended or any new rule is introduced.

7.05 Orientation of New Staff. The Employer will provide an orientation program for new employees.

7.06 Difficult Residents. It is recognized that some residents require special attention. Staff may request education on:

- (a) clear, definite instructions on patient handling;
- (b) "cautions" where appropriate in working with potentially difficult residents.

ARTICLE 8 - CONTRACTING OUT

8.01 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.

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

8.03 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.

8.04 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.

ARTICLE 9 - UNION REPRESENTATION AND COMMITTEES

9.01 The Union has the right to elect or otherwise select a negotiating committee consisting of three (3) representatives, one (1) of whom shall be the chief Steward. All members of the negotiating committee shall be regular full-time employees of the Employer who have completed their probationary period.

9.02 The Employer will recognize a Union Administrative Committee which shall consist of a Chief Steward and three (3) area stewards selected by the Union. Only the Chief Steward and one (1) area steward shall meet with management on any occasion. The Employer shall be advised of the names of the members of the Administrative Committee and the areas for which each area steward is responsible. The Union undertakes to give the Employer written notice of any change in the Administrative Committee, and, until such notice is given, the Employer is not required to recognize any new member of the Administrative Committee.

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

9.04 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.

ARTICLE 10 - LABOUR-MANAGEMENT COMMITTEE

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and work load issues. A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

10.02 C.M.I. Results

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

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels in the facility, the 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.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 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

11.02 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.

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

11.04 Letters of discipline are to be removed from an employee's record after eighteen (18) months from the date of discipline, except in the case of third party interface (i.e. residents and family) where the record will remain on file.

11.05 **"Grievance"** shall mean a complaint or claim concerning improper discipline or discharge save and except a discharge or discipline under Article 13.02 hereof, or a dispute with reference to the interpretation or alleged violation of this Agreement. No complaint or grievance may be submitted or considered under the grievance procedure unless it has been presented within five (5) working days from the time of its occurrence.

11.06 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.

11.07 Any differences, disputes or complaints arising over the interpretation or application of this agreement shall be submitted in writing, in triplicate, on forms supplied by the Union and signed by the aggrieved employee. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

STEP #1

A conference between the aggrieved employee and his immediate superior. The employee may be accompanied by his steward or a S.E.I.U. Union representative. The immediate superior shall give his decision within two (2) full working days. Failing settlement, then...

STEP #2

Within five (5) full working days following the decision in Step #1, an official or officials of the Union shall meet with representatives of the Employer, at which time the written record of the grievance shall be presented. The decision shall be given in writing within five (5) full working days following this meeting.

STEP #3

Failing settlement under Step 2 of any difference between the parties arising from the interpretation, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as hereinafter provided, and if no written request for arbitration is received within ten (10) full working days after the decision in Step #2 is given, it shall be deemed to have been abandoned.

11.08 The time limits set out in this grievance procedure are mandatory and not merely directory; however, the parties may mutually agree in writing to extend such time limits. Accordingly, a grievance which is not processed within the time limits set out herein shall be deemed to have been abandoned.

ARTICLE 12 - ARBITRATION PROCESS

12.01 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

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

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time so as not to interfere with the function of the Nursing Home.

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 13 - UNION POLICY GRIEVANCE OR EMPLOYER GRIEVANCE

13.01 Employers 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.

13.02 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the 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.

13.03 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) 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 two (2) and the applicable provisions of this Article shall then apply with respect to the processing of such grievance."

13.04 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of 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.

ARTICLE 14 - DISCHARGE GRIEVANCE

14.01 No employee shall be discharged or disciplined without just cause.

14.02 Despite Article 13.01, a lesser standard for discharging employees shall apply to probationary employees.

14.03 In the event an employee who has attained seniority is discharged from employment, and the employee feels that there is not just cause for such discharge, the case may be taken up as a grievance, provided the employee follows the procedure set out in Article 13.04 hereof.

14.04 A claim by a seniority employee that he has been discharged from his employment without just cause shall be treated as a grievance when a written statement of such discharge, signed by the employee, is lodged with the Administrator within three (3) days after the employee is notified of this discharge. The grievance shall be dealt with at Step #2 of the grievance procedure as set out in Article 10.06. All steps of the grievance procedure prior to Step #2 shall be omitted in such cases.

14.05 Where the Arbitration Board determines that an employee has been discharged or otherwise disciplined by the Employer for cause, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge of discipline as to the Arbitration Board seems just and reasonable in all the circumstances.

ARTICLE 15 - SENIORITY

15.01 A new employee shall be known as a probationary employee until he has worked four hundred and eighty-seven and one-half (487.5) 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 four hundred and eighty-seven and one-half (487.5) hours of seniority.

15.02 In all cases involving:

- (a) promotion, permanent transfers and
- (b) the filling of permanent job vacancies (except those in respect of positions excluded from the bargaining unit);

the following factors shall govern:

- (i) seniority,
- (ii) qualifications, competency and skill;
- (iii) reliability.

wherever the requirements in factors (ii) and (iii) are relatively equal in the judgement of the Employer, which determination shall not be made in an arbitrary manner, factor (i) shall govern.

15.03 Notice of Lay-off

- (a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six weeks notice. This notice is not in addition to required notice for individual employees.
- (b) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act 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.

15.04 Lay-off Procedure

- (a) In the event of a lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) **An** employee who is subject to lay-off shall have the right to either:
 - i) accept the lay-off; or
 - ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical

paying classification without training other than orientation.

- iii) chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- iv) consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- v) an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employees straight time hourly wage rate.
- vi) in the event that there are no employees within the laid off employees 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 employees regularly scheduled bi-weekly hours within her classification.
- vii) when an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off employee will have the right to displace an employee with lesser 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 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. Such employee so displaced shall be laid off.

- 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.

15.05

Recall Rights

- (a) **An** employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work. In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) **An** employee recalled to work in a different classification for which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second 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 thirty (30) 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.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

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.

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

15.06 Benefits on Layoff

In the event of a lay-off provided the employee deposits with the Employer 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.

15.07 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step Number 2 of the grievance procedure.

15.08 Seniority Accrual

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

ARTICLE 16 - SENIORITY LISTS

16.01 In January and July of each year, the Employer shall supply the Union with a list setting out alphabetically, the name of each seniority employee and the date upon which the employee commenced working for the Employer. Up-to-date information of any interim changes in seniority will be available to the Chief Steward at the Administrator's office during regular day time hours upon reasonable notice.

ARTICLE 17 - LOSS OF SENIORITY

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

- (a) voluntarily resigns, retires or is discharged for just cause;
- (b) is absent from work for 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 W.S.I.B. and there is no reasonable likelihood the employee will return to work within the near future.

17.02 Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, 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.

17.03 Severance Pay

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

ARTICLE 18 - PERMANENT TRANSFER

18.01 If an employee is transferred or reclassified to a higher rated job group other than on a temporary transfer as set out in Article 18.02, he shall receive either the rate that he was receiving prior to such transfer or the starting rate of the job into which he is being transferred, whichever is the greater. **An**

employee shall be entitled to advance from one job rate to another as provided in Schedule "A" to this Agreement, provided that such advances are based on his length of service within the classification subsequent to the date of transfer.

18.02 Temporary Transfer

An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Employer and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.
- (b) If the transfer is for the convenience of the employee, or to enable him to avoid lay-off, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.
- (c) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

18.03 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.

Failure by the Employer to comply with the provisions of this Article **18.03** shall not invalidate any such demotion or staff reduction.

18.04 Sick leave benefits accumulated at the time of transfer shall remain to the credit of the employee.

18.05 Responsibility Allowance

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 one-half shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

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 by management to be in charge of the building.

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

18.06 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 one-half shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

ARTICLE 19 - JOB POSTING

- 19.01 (a) 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.
- (b) The Employer agrees to provide the Chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.
- (c) Any seniority employee wishing to apply for the posted job shall do so by signing the posted sheet within the ten (10) working day period as set out in (a).
- (d) (i) Seniority employees are eligible to apply for posted positions which bear an hourly rate equal to or greater than the hourly rate of the job being performed by such employee at the time of his application.
- (ii) Seniority employees are also eligible to apply for posted positions which bear an hourly rate less than the hourly rate of the job being performed by the employee at the time of his application. Notwithstanding Article 19.05 herein, such employee, if successful, would enter the classification at the "Start" rate, irrespective of service, unless mutually agreed

otherwise, and the regular wage progression formula would apply.

- (e) No employee shall be eligible to bid or apply for a posted job under this Article for a period of (6) months from the date of any prior successful application under this Article.

19.02 For the purpose of determining the successful applicant for any job posted in accordance with this Article, the provisions and criteria set out in Article 15.02 shall apply.

19.03 The Employer agrees to provide the Chief Steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

19.04 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.

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

19.05 A successful applicant under the foregoing job posting procedure will have his salary rate determined as follows:

- (a) Beginning with the date from which the employee who is promoted commences his duties in the new position, he will receive either the starting rate of the new job or his old rate of pay, whichever is the greater, for a period of six (6) months.
- (b) After a period of six (6) months in the new position, the employee will receive the applicable job rate.

19.06 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (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:

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

In the event of either (a) or (b) above, the employee will return to her former position and salary without loss of seniority. Any other employee promoted or transferred as a result

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

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

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.

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.

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 pro-rated at the time of transfer.

19.07 Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to consideration of persons not employed by the Employer. In the event one or more part-time employees apply, the Employer shall consider the qualifications, experience and ability of the applicants. Where these factors are relatively equal, seniority shall govern, provided the employee can perform the work.

19.08 Temporary Vacancies

- (a) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six calendar weeks. Employees working less than 37 1/2 hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 19.07. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimated date of

return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

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.

- (b) During the summer vacation period, 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).

19.09 Return to Work

If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a Workplace Safety Insurance Board Claim or illness, or at the expiry of the normal maternity or adoption leave provisions, 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.

ARTICLE 20 - BULLETIN BOARDS

20.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union Notices one (1) bulletin board in a conspicuous place.

No prior written approval from the Employer need be required in order for the Union to post notices of Union activities on bulletin boards.

ARTICLE 21 - LEAVE OF ABSENCE (Full-time & Part-time)

21.01 The Administrator may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one (1) months notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Nursing

Home. Applicant, 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.

21.02 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.

20.03 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 Employer, both seniority and service will accrue.

20.04 During an absence not paid by the Employer exceeding 30 continuous calendar days other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

20.05 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 during maternity leave or for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

20.06 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.

20.07 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.

ARTICLE 22 - PREGNANCY & PARENTAL LEAVE

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

- 22.02 (a) **An** employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected date of birth. 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 expected date of birth.
- (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) week's notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 22.10 Parental Leave.
- (d) Notwithstanding Article 22.02 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

An employee on pregnancy leave who is in receipt of employment insurance pregnancy leave benefits shall be paid a supplemental employment insurance benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's regular weekly earnings. Such payment shall commence after the two 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 EI insurable earnings from sources other than this facility.

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.

22.03 **An** employee who does not apply for leave of absence under Article 22.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 22.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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

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

22.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon

resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 27.05.

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

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

22.09 Upon expiry of seventeen (17) weeks pregnancy leave, as provided under Article 27.10 of this Agreement, the employee shall give the Employer at least two (2) weeks' notice in writing, that she intends to take parental leave.

22.10 Parental Leave

- (a) **An** employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into the 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 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 if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

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

- (e) For the purposes of parental leave under Article 22.10 Parental Leave, the provisions under 22.01, 22.04, 22.05, 22.06, 22.07 22.08 and 22.09 shall also apply.

22.11 Parental Leave Supplemental Unemployment Benefit

Effective July 1, 2005, the Employer will top up to seventy-five percent (75%) of regular weekly earnings, for ten (10) weeks, the employment insurance benefits payable during parental leave.

ARTICLE 23 - LEAVE OF ABSENCE FOR UNION BUSINESS

23.01 The Employer shall grant leave of absence to employees to attend Union conventions, seminars, education classes or other Union business. In making application for leave of absence for Union business provided for herein, it is understood that the leave of absence shall be for no longer than one (1) week period, and will not be requested on more than two (2) occasions in any one (1) calendar year. Where a leave of absence for Union business is requested as provided herein, it is understood that the Union will not request leave of absence for more than two (2) employees on any one (1) occasion and that such two (2) employees shall not be employed in the same department. The Union undertakes to be responsible for the payment of wages for such employees during their leave of absence. The Employer will notify the employee when his or her benefits will cease.

23.02 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 specified 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.

ARTICLE 24 - LEAVE OF ABSENCE RULES

24.01 Except as otherwise provided in this Agreement, where a leave of absence without pay exceeds thirty (30) consecutive days, then such leave of absence shall be subject to the following conditions:

- (a) **An** employee on such leave shall not accumulate seniority during the period of such leave of absence.

- (b) **An** employee on such leave of absence shall neither consider the period of such leave of absence as part of his years of service with the Employer nor as part of his seniority for the purpose of determining an employee's entitlement of salary increases, vacation or accumulated sick leave where entitlement of such benefits is dependent upon either service with the Employer or seniority.
- (c) The Employer shall not be required to provide an employee on such leave of absence with any of the benefits set out in Article 37 during such leave of absence, provided that where such employee pays to the Employer in advance of the commencement of such leave of absence a sum sufficient to provide the employee with the benefits set out in the aforementioned Article, the Employer will remit such payment in the same manner as the Employer would if such employee was not on such leave of absence. It is specifically understood that where an employee on such leave of absence fails to pay to the Employer in advance the cost of the benefits set out in Article 37, the Employer will be under no obligation to provide the employee with the benefits of that Article if there is a delay for reasons beyond the control of the Employer in implementing the coverage provided under any of the plans referred to in that Article upon the employee's return to work after such leave of absence.
- (d) When leave of absence exceeds four (4) weeks, the employee shall receive holiday pay for only such paid holiday as falls within the first month of the leave of absence.

24.02 Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full-time Union Office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority 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 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 Workplace Safety Insurance coverage, such employees are deemed to be employed by the Union.

24.03 Workplace Safety Insurance

- (a) Where an employee is absent due to illness or injury which is compensable by Workplace Safety Insurance, the following shall apply:
- (i) the Employer will pay the employee's wages for the date of the accident.
 - (ii) the Employer shall continue to pay premium for benefit plans for full-time employees who are on paid leave of absence or Workplace Safety Insurance. It is understood that the obligation of the Employer to pay the aforesaid benefits while on Workplace Safety Insurance shall continue for up to thirty-six (36) months following the date of the injury. For the purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
 - (iii) an employee will not be eligible for paid holidays, sick leave or uniform allowance during any absence covered by Workplace Safety Insurance.
 - (iv) provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workplace Safety Insurance shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- (b) In the case of an absence due to 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 19.09 of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at its discretion.
- (c) The injured employee shall have a period of three (3) years from the date of the injury within which she shall preserve the seniority which she has accrued up to the time of the accident and within which she shall have the right to return to work upon the recommendation of the Workplace Safety Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- (d) If an employee returns to work within the three (3) year period mentioned in Article 3 above, 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.

- (e) If, on the recommendation of the Workplace Safety Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the employee with the least seniority in the classification.

ARTICLE 25 - BEREAVEMENT LEAVE (Full-time & Part-time)

25.01 Upon the death of an employee's spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with second (2nd) day following the day of the funeral.

25.02 Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

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

In the event of a spring interment, an employee may save one of the days identified above without loss of pay to attend the interment.

25.04 **An** employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt, uncle, niece or nephew.

25.05 **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.

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

ARTICLE 26 - JURY AND WITNESS DUTY

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

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

26.02 Paid Educational Leave

- (a) 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 their employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) months notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

(d) Union Paid Education Fund

The Employer agrees to pay into a special fund two cents (\$0.02) per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a trust fund established by Service Employees International Union Local 1.0n

- (e) The Union Education Fund will be kept separate from all other Union accounts.
- (f) This fund will be used only for Steward training and health and safety training of Union members.

ARTICLE 27 - HOURS OF WORK

27.01 It is hereby expressly understood and agreed that the provisions of this article are solely for the purpose of computing overtime and shall not be a guarantee of or limitation upon the hours of work to be done per day, or per week, or otherwise, nor as a guarantee of working schedules.

27.02 The regular work day for all employees covered by this Agreement shall consist of seven and one-half ($7\frac{1}{2}$) hours exclusive of meal periods which, except under emergency conditions, shall be continuous and uninterrupted for a period or periods of not less than one-half ($1/2$) hour each.

27.03 The work week for all full-time employees over a two (2) week pay period shall be an average of thirty-seven and one-half ($37\frac{1}{2}$) hours, with an average of five (5) working days per week. It is understood that no part of the actual hours worked in one work week in one pay period will be combined with the actual hours worked in a work week in another pay period to entitle an employee to overtime.

27.04 It is agreed that the intent of this Agreement is to provide, as far as possible, work schedules for full-time employees with five (5) work days in each week and ten (10) work days in each two (2) weeks, with the time off in each being given, wherever possible, on consecutive days. It is further agreed that the arrangement of work schedules is governed by the efficient operation of the Home and the decision of the Employer as to the number of staff required to be on duty at any one time.

27.05 When differences arise in the number of days or hours to be worked within a pay period, the senior employee will be given their preferences as to the scheduling.

27.06 During the changeover from Daylight Saving Time to Eastern Standard Time, or vice-versa, an employee shall be paid for $7\frac{1}{2}$ hours, notwithstanding the fact they have worked either $6\frac{1}{2}$ hours or $8\frac{1}{2}$ hours.

27.07 There shall be no split shifts.

ARTICLE 28 - OVERTIME

28.01 (a) Authorized work performed in excess of seventy-five (75) hours in a two (2) week period, as determined by the Employer, or in excess of seven and one-half (7 1/2) working hours per day, will be counted as overtime work and be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay, computed on an hourly basis.

(b) **An** employee who is absent on paid time during his scheduled work week because of sickness, Workplace Safety Insurance, bereavement, holidays, vacation or Union leave on scheduled days of work, shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

28.02 Employees who work overtime will not be required to take time off in lieu of overtime pay.

ARTICLE 29 - SCHEDULING OF HOURS

29.01 Except where otherwise mutually agreed to between the Employer and the individual employee, shift schedules shall be arranged in accordance with the following:

(a) an employee shall not be scheduled to work more than six (6) consecutive **days**;

(b) the Employer will schedule employees with every second weekend off, by seniority, as far as possible; this provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

(c) an employee may exchange shifts with another employee provided that the Employer incurs no additional costs as a result of such shift changes.

29.02 Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. If an employee would like to request that he be allowed to have specific days off, he may do so by submitting such requests to the Department Head one (1) week in advance of such posting. Once the Schedule is posted, specific days off will be allowed only under extenuating circumstances. No changes will be made except by mutual agreement of the employees involved and the Employer.

29.03 In the event employees, of their own accord and for their own personal convenience, arrange to change shifts with appropriate

qualified other employees, with prior approval of the Department Head, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for any overtime rate claims and non-compliance with the above provisions that may arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

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.

Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

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.

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

29.04 Shift Premium

All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (28) cents per hour for each hour worked on the afternoon or night shifts.

Shift premium will not be paid for overtime work.

29.05 Weekend Premium

Effective July 1, 2005, a weekend premium of fifteen cents (\$0.15) per hour worked will be paid between the start of the shift commencing on or about 2300 hours Friday to the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 30 - LUNCH OR MEAL PERIODS

30.01 Each employee who is scheduled onsite in excess of five (5) hours shall be entitled to a one-half (1/2) hour unpaid lunch or meal period.

30.02 Paid Meal for Overtime

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.

ARTICLE 31 - RELIEF PERIODS

31.01 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 one-half (1/2) hour unpaid lunch within the shift.

ARTICLE 32 - MINIMUM REPORTING ALLOWANCE

32.01 *An* employee who properly reports for work as scheduled or as directed, unless he has been notified in advance not to report, will receive at least four (4) hours work at his straight time base hourly rate or shall be paid four (4) hours at his straight time base hourly rate, exclusive of premiums, except in circumstances beyond the control of the Employer. When an employee has not been working because of illness, leave of absence or any other cause, it shall be his responsibility to arrange with the Employer for his return to work at least one, but not more than two (2) regular working days prior to the time of his intended return. It is the employee's duty to keep the Employer informed of his correct address and telephone number and the Employer will not be liable for any payment unless such arrangements have been made.

32.02 For the purpose of Article 31.01 it shall be deemed that the Employer has properly notified the employee if the Employer communicates by telephone, letter or telegram to the employee in accordance with the Employer's records.

ARTICLE 33 - CALL BACK

33.01 When an employee who has left work and returned home is called into work by the Employer, she will be paid a minimum of four (4) hours at regular straight time, or time and one-half (1½) for all hours worked, whichever is greater. It is understood that this provision shall not apply in the case of employees who are required to work within a period prior to the commencement of their regular shift.

ARTICLE 34 - CALL IN

- 34.01(a) "Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rate on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call-in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

ARTICLE 35 - PAY DAY

35.01 The Employer agrees that wages shall be paid bi-weekly by direct bank deposit, at the bank of the employee's choice, not later than opening hours, every second Thursday.

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

ARTICLE 36 - PAID HOLIDAYS

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

New Years Day	Civic Holiday
Heritage Day (Third Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

- (b) Each employee shall also receive two (2) float days in every calendar year, to be taken at a mutually convenient time. If mutual agreement cannot be reached, the

Employer shall assign the day on which that float day shall be taken.

Part-time employees shall receive one (1) float day in every calendar year to be taken at a mutually convenient time. If mutual agreement cannot be reached the employer shall assign the day on which that float day shall be taken.

36.02 In order to qualify for payment for any of the holidays designated in this Article **35**, the employees must work their regularly scheduled shift immediately prior to and their regularly scheduled shift immediately following the holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply.

36.03 Notwithstanding the foregoing provisions of this Article, where a regularly scheduled shift starts on the night of the designated holiday, such hours of the shift as are worked on the holiday will not be paid for at premium rates but shall be paid for at the employee's regular straight time hourly rate.

36.04 **An** otherwise eligible employee, who is scheduled to work on one of the designated holidays, but does not report for work and work as scheduled, shall forfeit his holiday pay for that particular holiday.

36.05 A full-time employee who is required to work on any of the public holidays listed in Article 36.01 (a) above shall be paid at the rate of one and a half times (1.5) her regular rate of pay for those hours worked on the holiday. Such employee shall also receive equivalent time off in lieu, paid at straight time regular wages. Such equivalent time off shall be arranged to be taken, upon mutual agreement, within the **30** day period on either side of the holiday. In the event that mutual agreement cannot be reached, the lieu time shall be assigned by the Employer. For the purpose of clarity, an employee who works a shift commencing at 11:00 p.m. on the day preceding the paid holiday and ending at 7:00 a.m. on the day of the paid holiday is considered as being at work on the designated holiday throughout all the hours of that shift.

36.06 If one of the above-mentioned public holidays occurs on an employee's regular day off, or during her vacation period, the employee shall receive an additional day off in lieu thereof at straight time regular wages. This time off shall be arranged to be taken, upon mutual agreement, within the **30** day period on either side of the holiday. In the event that mutual agreement cannot be reached, the lieu time shall be assigned by the Employer.

36.07 When an employee has to work on Christmas and New Year's Day, they will be provided with free meals by the Home and if they are on shift when meals are being served.

ARTICLE 37 - VACATIONS

37.01 For the purpose of calculating eligibility and vacation pay, the vacation year shall be the period from July 1 of any year, to June 30th of the following year. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

37.02 Vacation pay will be paid to full-time employees on the payday prior to commencement of the vacation (if employees so requests) for the regular weekly or daily earnings. Vacation pay shall be paid on a separate cheque and provide full explanation of how it has been calculated.

37.03 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 Administrator, having due concern for the proper operation of the Home.

37.04 All normal deductions made from an employee's pay will be made from the vacation pay.

37.05 Vacation may not be accumulated one year to the next, but must be taken within the vacation year (July 1 to May 31 of the following year) in which the employee is entitled to such vacation.

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

37.07 Seniority employees will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

37.08 Employees with one (1) year of seniority as of June 30th in the vacation year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

37.09 Employees with three (3) years seniority or more as of June 30th in the vacation year shall receive three (3) weeks vacation. Vacation pay for such employees shall be at six percent

(6%) of gross earnings for the vacation year. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

37.10 Employees with eight (8) years seniority as of June 30th in the vacation year shall receive four (4) weeks vacation. Vacation pay for such employees shall be eight percent (8%) of gross earnings for the vacation year. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

37.11 Employees with fifteen (15) years seniority as of June 30th in the vacation year shall receive five (5) weeks vacation. Vacation pay for such employees shall be ten percent (10%) of gross earnings for the vacation year. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

37.12 Effective in the 2005 vacation year, employees with twenty-three (23) years seniority as of June 30th shall receive six (6) weeks vacation. Vacation pay for such employees shall be twelve percent (12%) of gross earnings. Vacation pay to be paid as a percentage of total earnings or regular pay, whichever is the greater.

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

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

Effective upon ratification Vacation Entitlement

0 to less than 1,800 hours paid	4% of gross earnings paid by the Employer for the vacation year.
1,800 to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings paid by the Employer for the vacation year.
5,400 to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings paid by the Employer for the vacation year.

14,400 to less than 27,000 hours paid 4 calendar weeks vacation with pay at 8% of gross earnings paid by the Employer for the vacation year.

Effective in the 2004 vacation year:

27,000 to less than 43,200 hours paid 5 calendar weeks vacation with pay at 10% of gross earnings paid by the Employer for the vacation year.

43,000 hours or more paid 6 calendar weeks vacation with pay at 12% of gross earnings paid by the Employer for the vacation year.

Effective in the 2005 vacation year:

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

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

For the purposes of implementing the new vacation scheme, the following principles will apply:

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

37.14 Seriously Ill Prior to Vacation

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

37.15 Vacation at Christmas

- (a) Employees will be allowed to take vacation at this time on a seniority rotation basis, i.e., the most senior employee will be allowed prior to junior employees. The requests of full-time employees will take precedence over part-time employees' requests.

- (b) Once an employee has utilized vacation in this manner, they shall not be allowed to do so again until all other junior employees have done so.
- (c) Employees are to provide sufficient advance notice to Management of their intention to take vacation at this time, in order not to disrupt the operating efficiency of the Home, and to maintain appropriate staffing levels.
- (d) Vacation will be allowed by shift and department in accordance with the following chart:

Department Total	Number of Employees Throughout Each 24 Hour Period (3 shifts)
Nursing	5 employees
Laundry, Housekeeping and Maintenance	3 employees
Dietary	2 employees
Activities	2 employees

ARTICLE 38 - WELFARE

38.01 The Employer agrees to pay one hundred percent (100%) of the required premiums to provide the benefits of the following plans:

- (i) The Ontario Health Insurance Plan (O.H.I.P.)
- (ii) The present Group Life Insurance Plan of \$20,000.00
- (iii) The Employer will pay 100% of the billed premium for the current Group Life Extended Health Care Plan 10/20 no co-insurance coverage to be equal to Blue Cross. The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. Effective January 1, 2005, the Employer will also pay 100% of the billed rate of Vision Care to provide \$140 coverage every two years.

Effective July 1, 1999, semi-private hospital coverage is deleted and a drug card will be implemented with a \$7.50

dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included.)

- (iv) The Employer will pay one hundred percent (100%) of the Dental Plan, Blue Cross Number 9, or equivalent, based on the Ontario Dental Association's Fee Schedule, one year behind the current year.
- (v) The Employer agrees to pay a uniform allowance of \$110.00 once a year as a lump sum payment on October 1st of each year. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

Effective January 1, 2007, the uniform allowance will be \$12.00 per year increase for full-time employees.

- (vi) The Employer will pay 100% of the billed premium for a Weekly Indemnity Plan, in accordance with Article 40.01 (c)

38.02 Notwithstanding anything to the contrary contained in Article 38.01 with regard to the coverage provided, the benefits and plans referred to in Article 37.01 are necessarily qualified in their entirety by reference to the underlying policies or contracts of insurance. The terms of any contract issued in respect hereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits thereunder and in all matters pertaining to the existence and extent of benefits and conditions. The Employer may change the insurance carrier of any insured benefit, provided that the Employer notifies the Union in advance of such change and that the coverage remains the same as the previous carrier.

38.03 Change of Carriers

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

38.04 Benefit Grievance Resolution

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

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing, receive only written submissions, hear evidence or submissions by conference call, receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Reva Devins and Deena Baltman.

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

- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be

appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.

- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (1) If, in the opinion of any party, a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process. Any such dispute already under way, in respect of which an arbitrator has not been appointed shall proceed under this process. This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

38.03 The Nursing Homes and Related Industries Pension Plan

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

- (a) **"Plan"** means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

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

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

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

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

- (b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to Four Percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being Four Percent (4%) of applicable wages.

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

- (c) 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.
- (d) 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.

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

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

expense of the Plan to obtain such information from the Employer's files.

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

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

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

i) To be Provided Once Only at Plan Commencement

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

ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

iii) To be Provided Once, and if Status Changes

Address as provided to the Home
Termination date, when applicable.

iv) To be Provided Once, if they are Readily Available

Gender
Marital Status.

ARTICLE 39 - PRINTING

39.01 It is agreed that the Employer and the Union will share equally in the cost of printing the Collective Agreement.

ARTICLE 40 - SICK LEAVE

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

- (a) Absence for injury compensable under the provisions of the Workplace Safety Insurance Act of Ontario shall not be charged against sick leave credits.
- (b) In the event the Employer requires an employee to undergo a medical examination the employee will be given reasonable paid time off to see her physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Employer, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) Current employees to retain current sick leave credits until reduced by usage to the new maximum or upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.
- (e) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (f) Weekly Indemnity Plan for new employees to be effective on completion of the probationary period.
- (g) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly

indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty-six and two-thirds percent (66 2/3%) of scheduled straight time wages lost.

- (h) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- (i) Sections (c), (d), (e), (f) and (h) above do not apply to part-time employees.

40.02 Sick Leave for Part-time Employees

- (a) Part-time employees will retain their current sick banks.
- (b) Part-time employees who have completed their probationary period shall be credited with 22.5 hours of sick leave and shall then accumulate sick leave based on 7.5 hours for every 162.5 hours paid by the Employer to a maximum of 300 hours.

40.03 Sick Leave Certificate Issue

- (a) If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.
- (b) In the alternative to (a) above, 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.

These interim rules will cease upon a mutually satisfactory resolve of the sub-committee or a decision on the issue by the Arbitrator.

40.04 Annual Medicals required by The Nursing Home Act.

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 an annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

ARTICLE 41 - DEFINITION OF SENIORITY AND SERVICE

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

- (a) It is understood that during an approved unpaid absence not exceeding 30 continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an unpaid absence exceeding 30 continuous calendar days other than an absence under the maternity and adoption provisions, credit for service for purpose of salary increment, vacation, sick leave or any other benefits under any provision of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Subject to Article 21 an employee on maternity or adoption leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.
- (c) It is further understood that during such unpaid absence, credit for seniority for purpose of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during maternity and adoption leave or for a period of two (2) years if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) Benefits/Workplace Safety Insurance Board, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workplace Safety Insurance 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 Workplace Safety Insurance shall continue for up to twenty-four (24) months following the date of the injury.
- (e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

41.02 Seniority and service for part-time employees will be based on 1800 hours paid by the Employer being equal to one (1) full year of full-time service.

ARTICLE 42 - DURATION

42.01 This Agreement shall be in effect from January 1, 2004 until April 30, 2007.

ARTICLE 43 - HEALTH & SAFETY

43.01 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.

43.02 The Employer shall:

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

43.03 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 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 every three (3) months. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies sent to the Committee members. Minutes of meetings shall be posted on the workplace Health & Safety bulletin board.

Worker representative to be certified and paid time and at Employers expense. Certified worker to be present at Ministry inspections. Employer to inform employees of serious infectious diseases. 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.

43.04 Two representatives of the joint Health and Safety Committee, one from management and one from the employees on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection 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.

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

43.06 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

43.07 The parties agree that if incidents involving aggressive resident 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.

43.08 Injured Workers Provisions

At the time an injury occurs, the injured workers 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 workers home. The Employer shall pay for the transportation.

43.09 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.

43.10 Injury and Disability

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

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

In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 19) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 14 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.

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

- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 14 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 14. (This would be effective by the returning employee displacing the employee with the least seniority in the category to which she is returning).

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

ARTICLE 44 - PART-TIME EMPLOYEES

44.01 Part-time employees are employees who are scheduled to work not more than twenty-two and one-half (22 1/2) hours per week. All articles of this Collective Agreement will be applicable to part-time employees, except the following:

- (a) Scheduling of Hours - Including Call-In.

All part-time employees shall be scheduled by seniority up to 22 ½ hours per week, as far as hours are available. The remaining part-time employees with less hours, or no hours at all on the schedule, will be used on an "on call" basis, up to 22 ½ hours per week. If after all part-time employees, either scheduled or called-in, have received 22 ½ hours per week or forty-five (45) hours in a bi-weekly period, then the additional hours will be offered to the top of the seniority list of the part-time employees. The intention is that no junior employee will have access to more hours than a senior employee over the bi-weekly pay period, except in the case where a senior employee refuses the hours.

- (i) Commencing at the end of the first full pay period in July, 1997, part-time employees shall receive seven and one-half percent (7.5%) of the regular rate of pay for all hours paid in lieu of the following benefits provided to full-time employees as set out in Article 37.01 (i), (ii), (iii), (iv), (v) and (vi).
- (ii) Commencing at the end of the first full pay period in November, 1997, part-time employees shall receive seven percent (7%) of the regular rate of pay for all hours paid in lieu of the following benefits provided to full-

time employees as set out in Article 37.01 (i), (ii), (iii), (iv) and (vi).

- (iii) On October 1st of each year, the Employer will pay a uniform allowance of \$55 to part time employees who work more than 1,164 hours in the period July 1 to June 30 of the preceding year, and a uniform allowance of \$27.50 to pay employees who work less than 1,164 hours in the same period. When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

Effective January 1, 2007, \$6.00 increase per year for part-time.

ARTICLE 45 - PUBLIC OFFICE ELECTION

45.01 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 46 - RETROACTIVITY

46.01 Retroactive payment is to be made within thirty (30) days following ratification and applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by pre-paid post addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

ARTICLE 47 - WAGES

47.01 Attached hereto and forming part of this Collective Agreement is Schedule "A" setting out wage rates and classifications which shall be in force from January 1, 2004 to April 30, 2007.

47.02 Wage Progression

- (a) Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workplace Safety Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (b) Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 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 Workplace Safety Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (c) Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.

47.03 New Classification

- (a) The parties agree to recognize the Personal Support Worker education accreditation as equivalent to Health Care Aide Course.
- (b) 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 Union of the same within seven (7) days. If the 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.

DATED this 31st day of January, 2006.^{KO}

ON BEHALF OF THE EMPLOYER

R. Ohi
[Signature]
B. Karichuk
[Signature]

ON BEHALF OF THE UNION

Pansy Donaldson
Willie Healy
Diante Piro

PD/KO

SCHEDULE "A"

CLASSIF.	STEP	Jan. 1/04	May 1/04	Jan. 1/05	May 1/05	Nov. 1/05	May 1/06	Apr. 30/07
HSKPG, DIETARY LAUNDRY AIDE	Prob.	15.32		15.47	15.72	15.97	16.34	
	Start	15.53		15.68	15.93	16.16	16.55	
	1 Yr.	16.00		16.15	16.40	16.65	17.02	
	2 Yrs.	16.45		16.60	16.85	17.10	17.47	
MAINT. WORKER	Prob.	15.49		15.64	15.89	16.14	16.51	
	Start	15.69		15.84	16.09	16.34	16.71	
	1 Yr.	16.16		16.31	16.56	16.61	17.18	
	2 Yrs.	16.61		16.76	17.01	17.26	17.63	
NURSE AIDE & ACTIVITY AIDE (UNCERT.)	Prob.	15.49		15.64	15.89	16.14	16.51	
	Start	15.71		15.86	16.11	16.36	16.73	
	1 Yr.	16.17		16.32	16.57	16.82	17.19	
	2 Yrs.	16.63		16.78	17.03	17.28	17.65	
HEALTH CARE AIDE & ACTIVITY AIDE (CERT.)	Prob.	15.66		15.81	16.06	16.31	16.68	
	Start	15.88		16.03	16.28	16.53	16.90	
	1 Yr.	16.34		16.49	16.74	16.99	17.36	
	2 Yrs.	16.79		16.94	17.19	17.44	17.81	
COOK I	Prob.	16.87		17.02	17.27	17.62	17.89	
	Start	17.09		17.24	17.49	17.74	18.11	
	1 Yr.	17.60		17.75	18.00	18.25	18.62	
	2 Yrs.	18.02		18.17	18.42	18.67	19.04	
COOK II	Prob.	16.54		16.69	16.94	17.19	17.56	
	Start	16.75		16.90	17.15	17.40	17.77	
	1 Yr.	17.25		17.40	17.65	17.90	18.27	
	2 Yrs.	17.72		17.87	18.12	18.37	18.74	
RPN	Prob.	18.04	18.29	18.44	18.94	19.19	19.81	20.08
	Start	18.26	18.51	18.66	19.16	19.41	20.03	20.28
	1 Yr.	18.75	19.00	19.15	19.65	19.90	20.52	20.77
	2 Yrs.	19.15	19.41	19.56	20.06	20.31	20.92	21.18

The above rates include a Pay Equity Adjustment of \$0.40 cents.

Health Care Aide: H.C.A. classification for H.C.A. Certificate or equivalent presently being recognized by the Employer.

Employees who work as Activity Aides and who hold a H.C.A. Certificate or Recreation Certificate shall receive the H.C.A. rate.

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

Re: Benefits Disputes

In the event that the parties encounter repeated problems relating to their current practice of resolving benefits disputes, the parties agree to meet and discuss the feasibility of including language for resolving such disputes, with the intent of progressing toward language resembling Arbitrator Teplitsky in his 1999 Central Nursing Homes award with Locals 204 and 532.

Dated this 31st day of January, 2006. RD

ON BEHALF OF THE EMPLOYER

R. Dini
Stephena
B. Gouichal

ON BEHALF OF THE UNION

Patsy Donaldson
Phillie Healy
Diore Pickett

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

Re: Pension Plan

1. The parties agree that if they are unable to agree on the amount owing by the Employer to the Plan, or the amount owing by the Plan to the Employer, an auditor from the firm of Orenstein and Partners will be retained to adjudicate the issue, and the auditor's cost will be shared equally by the Employer and the Plan.

2. The Union undertakes to consult with the Employer prior to effecting any changes in the administration of the Plan which may impact the Employer either financially or administratively. To this end the Employer and the Union will form a committee consisting of three members from each side.

3. In consideration of the Employer forthwith paying those contributions which have not been "matched" by the employee prior to January 22, 1993, the Union acknowledges that the Employer is not responsible for any problems which arise from the failure to collect the employee matching contribution.

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

5. The Union further undertakes to provide actuarial valuation and investment performance statements to the Employer as they become available to the Union or required by law, whichever is the most frequent.

Dated this 31st day of January, 2006 ¹⁰

ON BEHALF OF THE EMPLOYER

R. Olin
M. Lyman
B. K. ...

ON BEHALF OF THE UNION

Pammy Donaldson
Millie Healy
Joan Piubin

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

The parties hereto agree as follows:

1. For the term of the current Collective Agreement between the parties, Article 36.03 shall be amended by adding the following at the end of the current provision:

Vacation requests are to be submitted to the Department Head by March 31st, prior to the commencement of the vacation year. The Employer will post a list of approved vacations by April 15th.

Vacation requests received after March 31st, will be considered on a first come, first served basis.

2. This letter shall expire with the Collective Agreement. It may be renewed or amended thereafter upon mutual agreement.

Dated this 31st day of January, 2006.^{PO}

ON BEHALF OF THE EMPLOYER

R. Ohi
Regina
B. Kaidul

ON BEHALF OF THE UNION

Patsy Donaldson
Michelle Healy
Maite Pineda

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

Re: UPGRADING OR ACQUIRING EDUCATIONAL QUALIFICATIONS

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.

Dated this 31st day of January, 2005.10

ON BEHALF OF THE EMPLOYER

R. Olin
J. Espinosa
B. Karcich
O

ON BEHALF OF THE UNION

Patsy Donaldson
Kirkie Healy
Joske Pieter

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

Re: CREDIT CHECK LETTERS

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee with 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), (employees) earnings, per T4 statement, were \$.

Administrator

Facility

Dated this 31st day of January, 2006.¹⁰

ON BEHALF OF THE EMPLOYER

R. Olin
Epemene
B. Konichuk

ON BEHALF OF THE UNION

Pammy Donaldson
Michelle Healy
Robin Pickett

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

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.

Dated this 31st day of January, 2006.¹⁰

ON BEHALF OF THE EMPLOYER

K. Olin
Stephena
B. Karsch

ON BEHALF OF THE UNION

Fancy Donaldson
Melanie Healy
Mike Pinder

LETTER OF UNDERSTANDING

Between

HERITAGE GREEN NURSING HOME

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1,000

Re: RETURN TO WORK PROGRAM AND LABOUR MARKET RE-ENTRY

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

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

Dated this 31st day of January, 2006.¹⁰

ON BEHALF OF THE EMPLOYER

R. Olin
E. Eymena
B. Karichula

ON BEHALF OF THE UNION

Pansy Donaldson
Shelley Healy
Robt Pierce