

Unit 421/421A

THIS AGREEMENT made as of the 1 day of May , 2010

BETWEEN :

**PARKVIEW NURSING CENTRE**  
(hereinafter called the "Employer")

OF THE FIRST PART

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 1 CANADA**  
(hereinafter called the "Union")

OF THE SECOND PART

Effective: May 1, 2010

Expires: September 14, 2011

13642 (03)

## INDEX

<u>Article</u>		<u>Page No.</u>
1	General Purpose	1
2	Scope & Recognition	1
3	Management Rights	1
4	Definitions	2
5	Union Security	3
6	No Strikes or Lockouts	4
7	Union Representation and Committees	5
8	Grievance and Arbitration Procedure	7
9	Seniority	12
10	Layoffs & Recalls	16
11	Job Posting	19
12	No Contracting Out	22
13	Work of the Bargaining Unit	22
14	Printing	23
15	Leaves of Absence	23
16	Hours of <b>Work</b>	31
17	Premium Payments	33
18	Uniform Allowance	36
19	Health & Safety	36
20	Paid Holidays	41
21	Vacations	43
22	Health and Insurance Benefits	46
23	Injury and Disability	51
24	Sick Leave	53
25	Compensation	56
26	Bulletin <b>Boards</b>	58
27	Pay Days	58
28	Interpretation	59
29	Personal Files	59
30	Paid Education Fund	59
31	Term of Agreement	60
32	Miscellaneous	60
	Schedule "A" – Wages	62
	Addendum covering Part-Time Employees	64
	Central Letters of Understanding	65
	Letters of Understanding re Sick Leave Certificate & Annual Medicals	68
	Letter of Understanding re Cooking Hours	69
	Letter of Understanding re Single Day Vacation Requests	70
	Letter of Understanding re Call In Short Notice	71
	Appendix "A" – Part-Time Employees – Status Quo on Benefits	75

## **ARTICLE 1 - GENERAL PURPOSE**

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

## **ARTICLE 2 - SCOPE & RECOGNITION**

- 2.01 Bargaining Unit. The Employer recognizes the Union as the sole collective bargaining agent for all persons employed at Parkview Nursing Centre in Hamilton, Ontario, save and except registered nursing staff, physiotherapists, occupational therapists, supervisors, foreman, office and clerical staff (Activation Director) and students employed during vacation periods.
- 2.02 No Other Agreements. The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively which will conflict with the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies. This Agreement shall be read with the appropriate changes of gender and grammatical changes as required by the context.
- 2.04 Correspondence. All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the Administrator and Secretary of the Union.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- a) determine and establish standards and procedures for the care, welfare, safety and

- b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee;
  - c) To hire, discharge, transfer, lay-off, recall, promote, demote, classify, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
  - d) To have the right to plan, direct and control the work or direction of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.
  - e) To exercise any of the rights, powers, functions or authority which the Employer held prior to the signing of this Agreement, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement.
- 3.02 The Employer will not exercise its rights to make, or enforce regulations in a manner inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 The word "employee" or "employees" as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement who are within the bargaining unit for whom the Union is recognized as the bargaining agent.
- 4.02 The words "bi-weekly period" shall mean the *two* calendar weeks constituting a pay period.
- 4.03 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 No Discrimination**

- (a) There shall be no discrimination on the part of the Employer or the Union by reason of race, creed, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.
- (b) There shall be no discrimination by the Employer or the Union against any employee on account of membership or non-membership in, or activities on behalf of the Union.
- (c) The Union and the Employer agree that there shall be no intimidation, interference or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Union activity on the Employer's premises except as specifically provided for in this Agreement.

### **5.02 Union Security**

- (a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to a one-time union dues administrative assessment for newly hired employees, and regular monthly dues to be deducted from their wages and remitted to the Union.. It is understood that dues shall be deducted from all employees beginning in their first month of hire.
- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

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

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

- 5.03 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from any **SUB** plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- 5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.
- 5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 Employment of Disabled Workers

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

**ARTICLE 6 - NO STRIKES OR LOCKOUTS**

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

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## **E 7 – UNION                      I T A                      AND COMMITTEES**

### **7.01 Union Grievance Committee**

The Union Grievance Committee shall be elected by the employees of the Nursing Home and consist of not more than three (3) Stewards per facility. There shall be at least one (1) representative from the Nursing Department, one (1) representative from the Support Services (Housekeeping, Laundry, Dietary, Maintenance) and one (1) Steward for part-time employees. Each Steward must be an employee of the Nursing Home who has completed six (6) months of continuous service and has acquired seniority. The Union will advise the Employer with the names of its Stewards and Committee members. This list will be revised as changes occur, by the Union.

### **7.02 Union Negotiating Committee**

A Union Negotiating Committee shall be elected or appointed and consist of not more than three (3) members of the Union for Parkview Nursing Centre. The Union will advise the Employer of the Union nominees to the Committee. Such member must be an employee of the Nursing Home who has completed six (6) months of continuous service and has acquired seniority.

### **7.03 Union Representative of International**

The Union Committees shall have the right at any time to have the assistance of representatives of the Service Employees International Union when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **7.04 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.**

### **7.05 Functions of Negotiating Committee**

Upon the expiry of this Agreement, the Employer agrees to meet with the Negotiating Committee to negotiate amendments to or renewal of this Agreement and all related matters.

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

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

#### 7.07 Labour Management Committee

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

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

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

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

#### 7.08 CMI/RAI MDS 2.0 Language

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

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

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



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

#### 7.09 Return to Work

- a) The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.
- b) Each facility will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work programs for work related injuries.
- c) The Employer agrees that its Early and Safe Return to Work programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- d) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- e) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the **work** force.

### **ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE**

#### 8.01 Complaints and Grievances

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

##### Step Number 1

An employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to

the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

### Step Number 2

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

### Step Number 3

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

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

10

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

All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date of the employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

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

- 8.06 Employer's Grievances - The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

- 8.07 Union Policy Grievance - The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

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

8.09 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (9) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

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

#### 8.10 Arbitration Process

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

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

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

Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

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

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

## **ARTICLE 9 - SENIORITY**

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

Where any leave of absence without pay exceeds sixty (60) calendar days:

- (a) The Employer shall pay its share of the Health and Welfare benefits for the calendar month in which the leave commenced and for sixty (60) calendar days thereafter.
- (b) If the leave of absence exceeds sixty (60) calendar days, benefit coverage may be continued by the employee provided that he pays the total cost of the premiums to the Employer for each monthly period in excess of the sixty (60) days, on the first day of each month.

- (c) Benefits will accrue from the date of return to employment following such leave of absence. No employee will accumulate seniority, sick leave or earned vacation, nor will other benefits be paid or accrue while on leave of absence, unless otherwise stated, but seniority established at the point of leave will be reinstated on return to work.
- (d) In the case of leave of absence in excess of one month, the employee's increment date shall be adjusted by the same amount of time as the leave of absence and the new increment date shall prevail thereafter.
- (e) Employees shall not be entitled to named holidays with pay which may fall during the period of the leave of absence.
- (f) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

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

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

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

## 9 Seniority Defined

Seniority is defined as the length of service in the bargaining unit since the date of last hire. Seniority shall operate on a bargaining unit wide basis. i.e. Full-time and Part-time Units.

### 9.03 Seniority Lists

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

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

- b) Should there be a tie of date of hire of two **(2)** or more full time employees, the tiebreaker used shall be a lottery.

#### 9.04 Probationary Period

A new employee shall be known as a probationary employee until he has worked four hundred and fifty (450) 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 fifty (450) hours of seniority.

- 9.05 The dismissal of a probationary employee shall not be the subject of a grievance, although an employee shall be entitled to the assistance of the Union in settling a grievance, other than dismissal, in accordance with the grievance procedure herein set forth. The termination of a probationary employee shall be on a rational basis.

- 9.06 The Employer and the Union recognize that the attitude, ability and efficiency of individual employees affect to a large extent the care, welfare, safety and comfort of the residents in the Home.

- 9.07 Employees will accumulate seniority on the basis of one (1) year for each one thousand nine hundred and fifty (1,950) hours worked and in the case of part-time employees 1 year for each 1,800 hours, and 1 month for each 150 hours.

- 9.08 Seniority shall operate within the centre hired.

#### 9.09 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or



- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.

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

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

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

#### **9.10 Severance Pay**

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

#### **9.1 ■ Transfers Outside the Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without consent. If an employee is transferred to a position outside of the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee shall have the right to return to a position in the bargaining unit during his trial period, which shall be a maximum of sixty (60) days. If an employee returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

#### **9.12 Transfers Within the Bargaining Unit**

A full-time employee covered by this Agreement, changing his/her status to that of a part-time employee shall retain his/her corporate seniority and her classification seniority. Upon entering into a part-time status he/she shall suffer no **loss** of wage rate and will then progress in seniority and wage rate increase in the same manner as other part-time employees covered by this Agreement. A part-time employee, changing her status to that of a full-time employee, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status she shall suffer no **loss** of basic wage rate and will progress in seniority and wage rate increases in the same manner as other full-time employees covered by the full-time agreement. When an employee transfers from part-time to full-time, he shall be credited with seniority on the basis of one year seniority equal to 1800 hours paid. Employees transferring under the provisions of Articles 9 and 11 shall not be entitled to change his/her status for a period of six **(6)** months after his/her most recent status change.

## **ARTICLE 10 - LAYOFFS & RECALLS**

### **10.01 Notice of Layoff**

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

10.02 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.

### **10.03 Lay-Off Procedure**

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

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

- (i) accept the lay-off; or

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

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

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

- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

**10.04**      Recall Rights

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

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the lay-off should it become vacant within twelve **(12)** months of being recalled, if the qualifications for the job have not changed.
- (c) **No** new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do **so** by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten **(10)** working days after being notified. The notification shall state the job to which the employee **is** eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off
- (9)** A laid off employee shall retain the rights of recall for a period **of** thirty-six (36) months.

- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

#### 10.05 Benefits on Layoff

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

### **ARTICLE 11 - JOB POSTING**

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy) the Employer will post such new jobs or vacancies for a period of ten (10) calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

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

- 11.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as it sees fit.
- 11.03 If no applications are received by 10:00 a.m. of the tenth (10<sup>th</sup>) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources. No external applications will be considered until the internal process is exhausted.
- 11.04 In cases where two or more employees apply, the Employer shall first consider the skill and ability of the applicants. In cases where the above are relatively equal, the Employer shall award the job to the applicant having the most seniority.
- 11.05 Upon request to the Department head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.
- 11.06 An applicant for a posted position must apply in writing to her supervisor.

**11.07** If in the Employer's opinion, after interviewing all applicants, no applicant is qualified to perform the required work, the Employer may fill the vacancy at its discretion.

**11.08** Within seven **(7)** days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

**11.09** Trial Period

The successful applicant shall be placed on trial for a period of three hundred and thirty-seven and one-half **(337 ½)** working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half **(112 ½)** working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

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

In the event of either (i) or (ii) above, the employee will return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

**11.10** It is understood that the Employer may elect to fill vacancies in the part time bargaining unit by expanding the hours of work of existing part time employees.

**11.11** Where no applicant from the full-time bargaining unit is successful in obtaining the position, or no applications are received from the full-time unit, then applications submitted for such posting from part-time employees will be considered prior to consideration of persons outside the bargaining unit, and will award such job or vacancy in accordance with the job posting provisions.

### **11.12 Temporary Vacancies**

Any temporary vacancy with an anticipated duration of six **(6)** weeks or more will be posted. Employees working less than thirty-seven and one-half (37%) hours a week shall be given the first opportunity to fill temporary vacancies, subject to the provisions of this Article. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

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

An employee filling a temporary vacancy of six **(6)** weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position, unless an opportunity arises which allows a part time employee to bid on a temporary full-time posting.

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

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

### **11.14 Permanent Transfers**

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

- (b) If an employee is transferred to a lower rated classification the employee shall receive in the new classification the next rate below the employee's present wage rate and shall progress within the scale for such lower rated classification according to the seniority accrued after the transfer within such lower rated classification subsequent to the date of the transfer; provided that if the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.
- (c) Subject to (a) and (b) above, a part-time employee changing his/her status to that of a full-time, he/she shall retain his/her corporate seniority and his/her classification seniority. Upon entering into either full time or part time status, he/she shall suffer no **loss** of basic wage rate nor **loss** of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the Agreement.
- (d) When an employee transfers from the full time bargaining unit to the part time bargaining unit, he or she will carry over her current seniority and accumulate seniority on an ongoing basis of one (1) year equals 1800 hours seniority. Any time worked in excess of an equivalent shall be prorated at the time of transfer.
- (e) An employee whose status is changed from part time to full time shall carry over her current seniority and accumulate seniority on an ongoing base of one (1) year equals 1950 hours seniority. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

## **ARTICLE 12 – NO CONTRACTING OUT**

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

## **ARTICLE 13 – WORK OF THE BARGAINING UNIT**

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



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

13.03 Full-Time/Part-Time Ratio

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

**ARTICLE 14 - PRINTING**

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

**ARTICLE 15 – LEAVES OF ABSENCE**

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

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

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

15.02 Personal leaves of absence are to be limited to a maximum of two (2) months in any one (1) calendar year.

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

15.04 Pregnancy Leave

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

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

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

Additional leave of absence may be taken under Article 27.10, Parental Leave.

- (d) Notwithstanding Article 15.03 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

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

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

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

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

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

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

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

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

- 15.05** An employee who does not apply for leave of absence under Article **27.02** (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article **27.02** (a) upon providing the Employer, before the expiry of two **(2)** weeks after she ceased to **work**, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 15.06** During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the **Employment Standards Act** unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the **SUB** payments.
- 15.07** An employee who intends to resume her employment on the expiration **of** the leave of absence granted to her under this Article shall **so** advise the Employer when she requests the leave of absence. **If** a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.

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

- 15.08** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave **of** absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article **15.07**.
- 15.09** Such absence **is** not an illness under the interpretation of this Agreement, and credits **on** the accumulated sick leave plan and the weekly indemnity plan cannot be used.

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

**15.11** Upon expiry of seventeen (**17**) weeks pregnancy leave, an employee may immediately commence parental 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.

**15.12** Parental Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (9)** For the purposes of parental leave under Article 15.12 Parental Leave, the provisions under 15.03, 15.06, 15.07, 15.08, 15.09, 15.10, 15.12 shall apply.

### 15.13 Union Leave

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- (b) In requesting such leaves of absence, the Union must give eighteen **(18)** days notice to the Employer to be confirmed by the Union in

writing.

- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

(b) Full-time Union Leave

Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.14 Bereavement Leave

- (a) When a death occurs in the immediate family of an employee who has completed the probationary period, the employee shall be granted leave of absence up to a maximum of four **(4)** consecutive calendar, scheduled days without **loss** of pay ending with the day following the funeral.
- (b) Immediate family shall mean: spouse, mother, father, step-parent, mother-in-law, father-in-law, son, daughter, stepchildren, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, daughter-in-law.
- (c) It **is** agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended due to travelling distance, the paid leave shall be limited to two **(2)** consecutive scheduled days

- (d) An employee shall be granted one ~~(10)~~ day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle. (intent is only to include blood relative, first line i.e.: father or mother's brother or sister).
- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving payments for holiday pay, vacation pay, sick pay, Workers' Compensation or Weekly Indemnity.
- (f) Where it is necessary because of distance, the employee may be provided with additional unpaid leave.

#### 15.15 Jury and Witness Duty

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

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

#### 15.16 Educational Leave

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

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

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

15.17 Public Office Election

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.

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

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

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

15.20 Return to Work. An employee returning to work following an approved leave shall be reinstated to his regular shift, hours and classification.

15.21 Family Medical Leave (as per ESA) - The employee and the Employer will continue to pay their respective shares of the benefits premiums.

- a) Family medical leave will be granted to an employee for up to eight (**8**) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 (twenty-six) week period in accordance with the **Employment Standards Act** which requires a certificate from a qualified medical practitioner.
- b) An employee who is on family medical leave shall continue to accumulate seniority and service.



- c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.
- d) The Record of Employment (ROE) will be provided immediately following the seventh (7<sup>th</sup>) day of such leave.

## **ARTICLE 16 - HOURS OF WORK**

16.01 This Article defines the normal hours of work for a full-time employee and is not a guarantee of work per day or per week or a guarantee of days of work per week.

16.02 The work period shall consist of seventy-five (75) hours in any bi-weekly period and the work shift shall consist of seven and one-half (7 1/2) continuous hours exclusive of meal periods.

16.03 This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

16.04 When the hours of work are averaged over the two week period, that two week period will be the same two weeks as the pay period.

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

### 16.06 Change of Time

Those employees working the 11:00 - 7:00 shift, when the change from daylight saving to standard time, or vice versa, occurs, shall be paid straight time for the exact number of hours worked during the shift.

### 16.07

- a. The Employer shall post work schedules covering a two week period at least two weeks prior to the effective date of the schedule and the schedules shall remain posted for the duration of the period and shall not be changed unless by mutual agreement between the Employer and employees so affected.
- b. Requests for specific days off shall be submitted to the supervisor two weeks prior to the posting.

- c. Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to change days off or shifts and are subject to the discretion of the Administrator. In any event it is understood that such change initiated by the employee and approved by the Employer shall not result in overtime compensation or payment, or any other claims on the Employer by any employee under the terms of this Agreement.
- d. If an employee's request for time off or exchange of shifts results in a conflict with the provisions of this Article, the said request and the granting of such shall not be a violation of this Agreement.
- e. An employee may be required to work for more than five consecutive days to provide for days *off* on a consecutive rotation basis of four days off bi-weekly and shall be taken on such days as shall be specified by the Employer. The Employer to the best extent possible, shall arrange shift schedules such that an employee **is** not scheduled to work for more than six consecutive days. The Employer may switch scheduled days *off* to accommodate an emergency situation, provided the switch is mutually agreed with the employees affected.
- f. In order to provide the Nursing Home with twenty-four **(24)** hours continuous service employees may be required to work over three (3) shifts. The Employer agrees that wherever possible, employees shall have a choice of ~~two~~ (2) shifts of works, days- evenings, except for those employees working and preferring steady night shift work.
- g. The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours falls, regardless of what calendar day any part of such shift was actually worked.
- h. There shall be no split shifts for full-time employees.
- i. At least 15 ½ hours time off shall be scheduled between shifts or change over of shifts. A shorter period ~~of~~ time between shifts or change over of shifts may be scheduled by mutual consent.
- j. The Employer shall endeavour to schedule full-time employees off every other weekend, but guarantees one weekend in three scheduled off.
- k. The Employer shall endeavour to schedule part-time employees *off* one weekend in three, unless hired for weekend work.

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

Shift length:  
-Up to and including 5.5 hours  
-More than 5.5 hours

Breaks  
1 – 15 minute break  
2 – 15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

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

## **ARTICLE 17 - PREMIUM PAYMENTS**

### 17.01 (a) Overtime Defined

Overtime shall be paid for all hours worked over 7 ½ hours in a shift and 75 hours bi-weekly at the rate of time and one-half (1.5) the employee's regular rate of pay, provided that all such overtime is authorized by the supervisor or the Administrator.

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

- (9) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

(g) Sharing Overtime

Overtime shall be voluntary except that the Employer shall have the right to order overtime should no volunteers be available. Overtime and call back time shall be divided as equally as possible among employees normally doing the work who are willing and qualified to perform the available work.

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

17.02 Weekend Premium

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.

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

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

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

17.05 Call-In

- a. "Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.

- b. Employees who are called in will be paid overtime at the rate of time and one-half (1 ½) 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.

**17.06 Responsibility Allowance for Work Outside the Bargaining Unit**

- (a) When an Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of \$5.50 for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of \$5.50 for each shift.
- (c) Where there is neither an RN or a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

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

## **ARTICLE 18 – UNIFORM ALLOWANCE**

18.01 Full-time employees required to wear uniforms by the Employer will be paid a uniform allowance of One Hundred and Twenty Seven Dollars (\$127.00) per year for the purchase, laundering and repair of the same, payable in November in one lump sum. Part-time employees shall receive Uniform Allowance in accordance with the proration formula below:

Total Hours Worked in the last 6 months	% of Benefit Entitlement	
1 - 300 hours	25%	(\$31.75)
301 - 586 hours	50%	(\$63.50)

## **ARTICLE 19 - HEALTH AND SAFETY**

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such policies will be reviewed by the Joint Health and Safety Committee.

19.02 A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet every three months or more frequently if the committee decides. Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular rate. Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

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

Where an inspector makes an inspection of the workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

**19.04** Two **(2)** representatives of the Joint Health and Safety Committee, one **(1)** from management and one **(1)** from the employees, shall make monthly inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

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

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

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

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

**19.08** Violence

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

**19.09** 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.

19.10 A worker shall,

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

19.11 Injured Workers Provisions

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

19.12: Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

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

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

**19.13 Day of Mourning**

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

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

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

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

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

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

**19.17 No Harassment**

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

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

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

## **ARTICLE 20 - PAID HOLIDAYS**

### **20.01 Paid Holidays Defined**

Full-time employees shall receive the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

20.02 3 Float Holidays. Civic Holiday in August and Remembrance Day must be taken within 12 months of the above named days. A third (3<sup>rd</sup>) Float Holiday must be taken within the calendar year as mutually agreed between the employee and employer. In order to qualify for a float holiday, employees must meet the provisions of Articles 20.05 and 20.09 as they apply to the above named days. Granting of float days will be subject to the scheduling provisions of Article 16.07 and the discretion of the Administrator and the operation of the Home. The Employer may schedule a float if the parties are unable to reach an agreement as to when the float will be taken. Should the employee not qualify for payment of the said float holiday in accordance with the provisions of paragraph 20.05, he shall not be paid for the float holiday.

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

### **20.04 Computation of Paid Holiday Pay**

Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

### **20.05 Qualifier for Payment**

In order to qualify for payment for the above mentioned holidays, an employee must work his regular working day immediately prior to and his regular working day 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. If an employee has met the qualifier for a Statutory Holiday, he/she is deemed to have qualified for the lieu day pay.

Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday (but not including hours on a subsequent regularly scheduled shift) such employee shall receive two and one-half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

#### 20.06 Full-Time Employees Who Work On a Holiday

Full-time employees shall be paid at the rate of one and one-half (1 1/2) times their applicable hourly rate for work performed on paid holidays as set out in Article 20.01. Such employees shall also be entitled to an additional day off with pay that must be booked within a period of eight (8) weeks after the holiday and must be taken by December 10<sup>th</sup> of each year. Failure to book the lieu day within the 8 weeks following the holiday will result in the day being paid.

#### 20.07 Holiday Falling on Day Off

If any of the holidays named in Article 20.01 occur on a regular day off of a full-time employee entitled to holiday pay, the employee shall receive an additional day off in lieu thereof within four (4) weeks after the holiday unless otherwise arranged between the employee and the Employer; failing agreement, the Employer may schedule the lieu day or pay an additional day's pay.

20.08 Where one of the above-named Statutory Holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the Statutory Holiday.

#### 20.09 Paid Holidays - Part-time

Part-time employees shall be eligible to receive the same number of paid holidays as full-time employees as per the Employment Standards Act - earn wages on twelve days of the 28 days preceding the holiday.

The regular rates of wages of an employee whose hours of work differs from day to day, shall be the average of the employee's daily earnings exclusive of the overtime for the days worked in the four (4) week period immediately preceding a public holiday.

Part-time employees who work a holiday shall be paid time and one-half (1 1/2) applicable hourly rate in addition to their normal day's pay.

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

## **ARTICLE 21 - VACATIONS**

### **21.01 Length of Vacation**

An employee shall receive an annual vacation with pay in accordance with his/her seniority hours worked as of the vacation cut off date as follows:

less than 1950 hours worked -	1 working day for each month to a maximum of 2 weeks (10) days.
1950-5849 hours worked -	2 weeks
5850 – 15, 599 hours worked -	3 weeks
15,600- 29, 249 hours worked -	4 weeks
29,250 – 44,850 hours worked -	5 weeks
44,850 hours worked or more -	6 weeks.

Effective for the purposes of earning vacation in the 2008 vacation year for taking in the 2009 vacation year:

44,850 – 54,599 hours worked -	6 weeks
54,600 hours worked or more -	7 weeks

One week of vacation shall equal seven (7) calendar days, regardless of the number of working days scheduled during the requested week off.

Example of entitlement: Employee is entitled to 3 weeks vacation – For each week of vacation taken, the employee will received 1/3 of their accrued pay from the previous vacation year.

### **21.02 Annual Cutoff**

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

21.03 Vacations are not cumulative from year to year and all vacations must be taken by no later than the cut-off for that year. However, employees shall not take vacations from two vacation years continuously unless by mutual consent of the Employer and the employee. Employees shall not waive vacation and draw double pay.

### **21.04 Compensation for Holidays falling Within Vacation Scheduling**

If a paid holiday falls or is observed during any employee's vacation period, he shall be allowed an additional vacation day with pay on a date mutually agreed, but where possible such day will be added to the employee's vacation. Failing agreement the Employer may schedule such day or pay an additional day's pay.

## 21.05 Vacation Pay

- (a) If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 21.05 (b) below.
- (b) All employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis, shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:
- |                    |     |
|--------------------|-----|
| 2 week entitlement | 4%  |
| 3 week entitlement | 6%  |
| 4 week entitlement | 8%  |
| 5 week entitlement | 10% |
| 6 week entitlement | 12% |
| 7 week entitlement | 14% |
- (c) Vacation pay, if requested, shall be paid to all employees, on a separate cheque, in advance of the commencement of their vacation period and all normal deductions made from an employee's pay shall be made from such pay.

## 21.06 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

## 21.07 Vacation Schedules

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Where possible, vacations shall commence immediately following an employee's regularly scheduled days off. The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department, but shall be finally determined by the Administrator having due regard for the proper and efficient operation of the Nursing Home.

## 21.08 Christmas and New Years Vacation Scheduling

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

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

## 21.09 Time of Payment and Return

Prior to leaving on vacation, employees shall be advised as to the date and time on which to report to work following vacation.

## 21.10 Vacations - Part-time

- (a) Part-time employees to receive the same vacation benefits as full-time employees as per the vacation entitlement schedule.
- (b) Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1950 hours worked equals one (1) year of service.
- (c) Part-time Vacation Pay

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

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

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

## **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS**

- 22.01 The Employer will pay 100% of the billed single rate, or the billed family rate of O.H.I.P. for all employees. The Employer is not responsible for contribution in the event that an employee is otherwise covered for such benefit. This means that if an employee produces an exemption certificate indicating coverage through another source, the Employer is not liable for contribution.
- 22.02 The Employer will pay 100% of the cost of \$30,000.00 of life insurance for full time employees within the bargaining unit. It is understood and agreed that employees over the age of sixty five (65) are not insurable.
- 22.03 For full time employees: The Employer agrees to pay 100% of the billed single or family rate of a major medical. Ten dollar (\$10) and twenty dollar (\$20) deductible, no co-insurance plan and a drug plan, including a Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrolment provisions to be included.

A Vision Care Plan to a maximum of \$160 every two (2) years will be effected. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

- 22.04 A Group Dental Plan, Blue Cross Number 9 or its equivalent, based on a one year lag in the O.D.A. fee schedule, shall be implemented. All eligible employees shall enroll in such a plan. The Employer shall pay seventy-five percent (75%) of the billed premium on behalf of the participating full time employees of such a plan.
- 22.05 Employees who have not completed their probation since date of last hire shall not be entitled to the benefits and shared cost arrangements outlined in this Article.
- 22.06 Change of Carriers

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers.



## 22.07 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 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 Norm Jesin and Laura Trachuk.
- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Gerry Lee, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

## 22.08 Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

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

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

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

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

- .03 The employee and Employer contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.
- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

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

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

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

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

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.08 will be paid to the employee.

#### **22.09 PT In Lieu Health and Welfare Benefits**

All new part time employees at the completion of their probation, shall be paid fifty (50) cents per hour worked in lieu of all Health and Welfare benefits and sick leave as outlined in Articles 22.01, 22.02, 22.03, 22.04, 24.01, 24.02, 24.03, 24.04, and 24.05.

Appendix " A will apply to all part time employees who elected "status quo" as their one time choice.

Any full time employee who posts into a part time position will be enrolled in the ~~fifty~~ (50) cents per hour worked plan and will not be eligible for health and welfare and sick benefits while part time.

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

22.02 – reduce life insurance by 50%

22.03 – Extended Health

22.03 – Vision Care

22.04 – Dental

24.02 – First two weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive \$0.50 in lieu to part time employees.

#### **ARTICLE 23 - INJURY AND DISABILITY**

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

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

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

23.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six **(6)** weeks or more, the Employer will post notice of the vacancy in accordance with the Job Posting Procedure (Article 11) of this Agreement. Where the anticipated absence is less than six **(6)** weeks, the Employer may fill the position at its discretion.

23.04 The injured employee shall have a period of thirty-six **(36)** months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 9 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicated to the Employer that the employee has the physical capability to perform her normal job.

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

(b) If an employee who has been employed for more than one **(1)** year returns to work after one hundred and four **(104)** weeks following the commencement of the WSIB claim but prior to thirty-six **(36)** months mentioned in Article 23.04 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 9. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

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

- 23.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, the employee shall be accommodated in a manner consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

## **ARTICLE 24 - SICK LEAVE**

### 24.01 Sick Leave

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act. It is understood that pay for sick leave is for the sole and only purpose of protecting employees against the loss of income during these times of illness or injury.

### 24.02 Sick Leave Credit Accrual

Employees who have completed the probationary period shall be credited with three (3) days of sick leave credits and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of fourteen (14) days. In order to qualify for accrual, full-time employees must work 15 days or more per calendar month.

- 24.03 The Employer shall implement a weekly indemnity plan to provide coverage effective on the first (1st) day of hospitalization or accident for the first two weeks of an illness, or for coverage for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity shall be sixty six and two thirds (66-2/3) percent of scheduled straight-time wages lost. The weekly indemnity plan shall be effective on completion of probation for newly hired employees. An employee can return to work for one (1) month and be re-eligible for the full seventeen (17) weeks of coverage. Weekly Indemnity Cheques to be mailed directly to the employee's home.

### 24.04 Cash Out On Termination

Any dollar equivalent remaining to the credit of a full time employee on termination of employment shall be paid to the employee based on the number of shifts regularly scheduled in a bi-weekly pay period as follows:

75 hours - 100% of such equivalent  
67.5 hours - 90% of such equivalent  
60 hours - 80% of such equivalent

52.5 hours - 70% of such equivalent  
46 hours - 60% of such equivalent

#### 24.05 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave credits of all normal working days for which an employee is absent for sick leave for missed shifts during the first **two** calendar weeks of said absence. Absence on account of illness for less than half a normal working day shall not be deducted. Absence for half a working day or more, less than a full day, shall be deducted as one-half of a normal working day.

#### 24.06 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness certifying that he was unable to carry out his duties due to illness.

#### 24.07 Notification of Illness

An employee absenting himself on account of personal illness or injury must notify the Employer on the first day of illness before the time the employee would normally report to work. Failure to give adequate notice unless such failure is unavoidable may result in loss of sick leave for that day of absence and all other scheduled working days until adequate notification **is** given.

#### 24.08 Notice of Intention to Return

During any illness or injury, the employee will notify the Employer of his intention to return to work by three (3) p.m. on the day prior to the next scheduled shift. Failure to **do** so may result in the employee being replaced for the shift and being sent home without pay.

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

#### 24.09 Extension of Sick Leave

Employees whose sick leave credits are exhausted must apply in writing for further leave of absence without pay, according to the provisions of Article **15.01** hereof.



#### 24.10 Sick Leave Payments

As of January 7, 2005, current full time employees will have the choice of staying with their current sick leave plan or moving to the new "EI" carve out plan as outlined below.

Any part time employee who posts into a permanent full time position, shall be enrolled in this new plan.

- (a) Sick leave pay shall be equal to the employee's regular wage (exclusive of overtime, premiums, etc.) for hours regularly scheduled to work during the first two calendar weeks of illness, provided the employee has sufficient sick credits in their accrual. All credits used will be deducted from the employee's accrued credits.
- (b) The employee shall apply for EI sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top up these benefits to sixty-six and two thirds ( $66 \frac{2}{3}$ ) per cent of straight time wages. In the event that the employee does not qualify for EI sick leave benefits by reason of lack of adequate contributions, she shall receive sixty six and two thirds ( $66 \frac{2}{3}$ ) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury through the weekly indemnity plan, but will not be eligible for benefits under (d) below for weeks 18 through 35 of the illness. The Employer must file the Record of Employment within five (5) days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 22.07.
- (c) The Employer will pay one hundred (100%) percent of the billed premium for full time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds ( $66 \frac{2}{3}$ ) percent of scheduled straight time wages lost.

Weekly Indemnity payments shall be mailed directly to the employees home. Employees **will** be responsible for the cost of completing any and all **forms** required for the administration of the weekly indemnity plan.

#### 24.11 Leave Due to Pregnancy

Sick leave benefits are not payable for absence due to pregnancy, nor complications arising therefrom nor resulting from childbirth, nor any self-inflicted illness or injury, nor any illness compensable under the Workers Compensation Act.

24.12 Union-Employer Co-operation

The Union agrees to co-operate with the Employer in controlling any unnecessary use of sick leave.

24.13 Sick Leave Records

Immediately after the close of each annual June 30th cut-off date, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

24.14 When 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.

24.15 Full-time/Part-time Employee Transfers

When a full time employee posts into a permanent part time position, he will be enrolled in the fifty (50) cents in lieu program. When a part time employee posts into a permanent full time position, he will be enrolled in the **EI** carve out plan.

**ARTICLE 25 – COMPENSATION**

25.01 The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. All hours worked and hours paid during the probationary period of 450 hours, shall be counted towards hours required to move from the start rate to the one year rate.

25.02 Retroactivity

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

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

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

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

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

25.05 Employees within their job classification will progress from the "start rate" to the "one year rate" and so on, on the basis of each one thousand nine hundred and **fifty (1,950)** hours worked. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the Workers' Compensation Act shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification. Should an employee not work at any time in any three consecutive months, the employee shall be paid at the start rate for work performed thereafter and shall progress to the one, two, three ear rate in accordance with the foregoing provisions. The above applies to part-time employees using 1800 hours as a base.

25.06 Individual salary increases resulting from seniority levels shall be implemented at the commencement of the pay period next following the anniversary date of employment. The anniversary date shall be adjusted forward if necessary to account for leave of absence or other absences under which seniority accumulation is suspended.

#### **ARTICLE 26 – BULLETIN BOARDS**

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

#### **ARTICLE 27 – PAY DAYS**

27.01 On each pay day each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

27.02 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 day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

27.03 The Employer shall give a minimum of two (2) week's notice of termination of employment or shall pay a minimum of two (2) week's wages in lieu of notice, except in cases of dismissal for cause or termination during the probation period. If by law a longer notice of termination must be given or a greater sum paid in lieu of notice such longer notice must be provided or greater sum paid.

27.04 Where pay is by direct deposit:

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

27.05 Termination of Employment

- a) Upon termination or lay off, the employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.
- b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

## **ARTICLE 28 – INTERPRETATION**

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

## **ARTICLE 29 – PERSONAL FILES**

### 29.01 Letters of Reprimand

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

### 29.02 Suspension

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

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

## **ARTICLE 30 – PAID EDUCATION FUND**

30.01 Effective upon the receipt of approval from HRDC, the employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such payment shall be forwarded to the Union in January of each year for the previous year.

**ARTICLE 31 - TERM OF AGREEMENT**

- 31.01 This Agreement shall be effective from May 1, 2010 until September 14, 2011, and shall continue from year to year thereafter unless either party gives to the other notice in writing within 90 days before the Agreement is specified to terminate that it desires its termination or amendment.
- 31.02 Either party desiring to propose changes to this Agreement shall, within the period of 30 days prior to the termination, give notice in writing to the other party of changes proposed. Within 15 working days of the receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement unless the parties should otherwise agree as to the commencement of negotiations.
- 31.03 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

**ARTICLE 32 - MISCELLANEOUS**

- 32.01 Annual Medical and Sick Leave Certificate - The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to arbitration.
- 32.03 Proper Accommodation shall be provided for employees to have their meals and store and change their clothes.
- 32.04 It shall be the responsibility of the employee to keep the Employer informed of his current address, in case it is necessary to notify any employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, or by telegram and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.
- 32.05 In the event of any legislation now in force, or hereinafter enacted invalidating the application of any section or article of this Agreement, such section or article shall be amended or deleted as the same may be, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the 10<sup>th</sup> day of Aug, 2011 .

FOR THE EMPLOYER

Lisa Hiscott

Chris Allen

Angela Boyz

\_\_\_\_\_

FOR THE UNION

Kathleen Paul

Audrey McKay

M. Palmer

Banburn

### Schedule "A" Wages

	May 1, 2009	MAY 1 2010 2% Increase
<b>RPN</b>		
Probation	22.98	23.44
450 hours (start)	23.33	23.80
1950 hours (1 year)	24.02	24.50
3900 hours (2 year)	24.63	25.12
<b>PSW &amp; Leisure</b>		
Probation	17.92	18.28
450 hours (start)	18.43	18.80
1950 hours (1 year)	18.77	19.15
3900 hours (2 year)	19.22	19.60
<b>Housekeeping &amp; Laundry</b>		
Probation	17.75	18.11
450 hours (start)	18.18	18.54
1950 hours (1 year)	18.55	18.92
3900 hours (2 year)	18.95	19.33
<b>Dietary Aide</b>		
Probation	17.75	18.11
450 hours (start)	18.18	18.54
1950 hours (1 year)	18.55	18.92
3900 hours (2 year)	18.95	19.33
<b>Breakfast Cook</b>		
Probation	18.08	18.44
450 hours (start)	18.61	18.98
1950 hours (1 year)	18.95	19.33
3900 hours (2 year)	19.37	19.76
<b>Cook 1</b>		
Probation	18.43	18.80
450 hours (start)	18.86	19.24
1950 hours (1 year)	19.31	19.70
3900 hours (2 year)	19.72	20.11
<b>Maintenance</b>		
Probation	18.61	18.98
450 hours (start)	19.01	19.39
1950 hours (1 year)	19.46	19.85
3900 hours (2 year)	19.87	20.27

The parties agree to recognize the PSW education accreditation as equivalent to the HCA Course.



### Recognition of Previous Experience – RPN's Only

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

## **ADDENDUM TO THE FULL-TIME COLLECTIVE AGREEMENT COVERING PART-TIME EMPLOYEES**

**Article 1.** The Employer and the Union agree that all provisions of the Collective Agreement to which this Addendum is attached should be incorporated in the Addendum and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their application to part-time employees.

### **ARTICLE 2 - SCOPE AND RECOGNITION**

Definition of part-time bargaining unit:

The Employer recognizes the Union **as** the sole collective bargaining agent for all its employees of Parkview Nursing Centre at Hamilton, Ontario, regularly employed for not more than twenty-two and one-half (22 1/2) hours per week and students employed during the school vacation period, save and except registered nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, and office staff.

\*Note:

Definition- Part-time employee is an employee who works 45 hours average or less in a bi-weekly period.

Full-time employee is one who works in excess of 45 hours average in a bi-weekly period.

### **ARTICLE 3 - Paid Holiday Defined**

**1** Float Holiday for Part Time employees to be taken within the calendar year as mutually agreed between the employee and the employer.

## CENTRAL LETTERS OF UNDERSTANDING

### 1. 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.

### 2. Credit Check Letters

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employees will not make such requests more than three times per year.

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 \$rate.

For the calendar year, year, Employee's earnings, per T4 statement, were \$earnings.

Administrator.

### 3. Province-Wide Multi-Union Violence in the Workplace **cus**

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

### 4. Re: Article 15.16 (Trial Period for the duration of this collective **agreement**)

Subject to Article 15.16 in circumstances where the qualification upgrades are for positions within the home, the employer may grant the request provided that she meets the following conditions:

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

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

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

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

#### **5. Letter of Intent - Joint ( ) Registered Practical Nursing Committee**

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

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

The mandate of the RPNC will be:

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

- To make Joint representations that benefit the industry **as** it relates to quality of standards and economic efficiencies in delivery of care.

The RPNC will:

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

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

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

## LETTERS OF UNDERSTANDING

### 1. Re: Sick Leave Certificate Issue

In the interim and without prejudice to either parties' view of the issue, the following rules will apply regarding payment for sick leave certificates.

1. 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.
2. In the alternative to 1 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.

### 2. Re: Annual **Medicals** required by The Nursing Home Act.

The parties agree that the following will apply for the interim period and without prejudice to either parties view of the matter until such time as the issue is resolved by M. Teplitsky.

1. All existing letters or forms required by employees to verify an annual examination shall be withdrawn. The Employer shall remove any disciplinary notations occurring after January 1st, 1993 from all personnel files of employees related to the issue of annual medical examinations.
2. 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 until such time as the matter is resolved as noted above. In the event the Ministry of Health requires verification of an annual medical examination, the matter will be forwarded to arbitration..



**LETTER OF UNDERSTANDING**

BETWEEN:

PARKVIEW NURSING CENTRE

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 Canada

**Re: Vacation - Single Day Requests**

Employees shall be entitled to use vacation entitlement as individual days off, at their discretion, subject to the following conditions;

1. The employee shall be entitled to use one week of vacation time as individual days off provided the employee is entitled to three weeks vacation. .
2. The employee shall be entitled to use one or two weeks of vacation time as individual days off provided that the employee **is** entitled to at least four weeks or more vacation.
3. The employee shall give two (2) week's notice prior to the posting of the schedule to the Employer, where possible, of their request for a single vacation day.
4. Single day vacation requests will not be considered during peak vacation periods if such requests interfere with the granting **of a** weekly vacation request.
5. Payment for single vacation days **will** be 1/5<sup>th</sup> of one weeks vacation pay for each day.

Dated at Hamilton this 11 day of Aug, 2010. <sup>OR</sup>

FOR THE EMPLOYER

Lisa Hiscott  
Chris Allen  
Angela Bays

FOR THE UNION

Kathleen Orl  
Judith Myers  
M. Halnes  
Babun



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**LETTER OF UNDERSTANDING**

BETWEEN:

PARKVIEW NURSING CENTRE

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA

**Re: Call In Short Notice**

A "short notice" shift is defined as a shift that has become available after the posting of the applicable schedule. Any shift that becomes available prior to the posting of the schedule, is not considered a short notice shift and does not apply to this procedure.

2. All call in of shifts shall be given in order of seniority on a rotational basis of all employees not already scheduled for another shift during the applicable timeframes of the available shift, and to those employees that would result at non-overtime rates of pay, before securing an agency replacement.
3. The Employer shall call, leave a message **if** possible and move on to the next name on the list until the shift is filled. The employer is not obligated to "wait" for a return call before moving on to the next person on the list.
4. Either someone accepts the shift on the phone or calls back and accepts the shift.
5. The next call for the next available call in short notice shift shall commene under the person who accepted the last shift.
6. For vacancies that will occur greater than 5 days from call in the employer shall proceed with the call in procedure as described above and identify the shifts available. The employer shall give individuals called in an opportunity to respond within two hours before moving on to the next person on the list.

For vacancies in excess of three consecutive shifts, it is understood that the employer may **fill** as many of the available shifts as possible with the **first** person who responds as per the seniority rotational procedure as outlined in Steps 1 - 4 above. Any remaining shifts will be offered to the next person in the rotational seniority sequence.

Dated at Hamilton this 10 day of Aug, 2010





## Letter of Undertaking for the Renewal Collective Agreement

Between:

Parkview Nursing Centre  
-and-  
Service Employees International Union  
Local 1 Canada

### RE: ARTICLE 9.01 EFFECT OF ABSENCE

The parties recognize and agree that Article 9.01 will be deleted and replaced with the following in the renewal collective agreement effective September 16, 2011, unless amended by the central parties at negotiations or arbitration:

#### 9.01 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a 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.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits - WSIB or Paid Leave

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

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

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

Dated at Hamilton this 10<sup>th</sup> day of Aug, 2011

FOR THE EMPLOYER

Lisa Hiscott

Chris Allen

Angela Boyes

\_\_\_\_\_

FOR THE UNION

Kathleen Snel

Audrey M. K.

M. Palmer

Baron

**APPENDIX "A"**

**Applicable to Part-time Employees working 45 hours or less bi-weekly who elected, as their one-time option, Status Quo. (For clarity this means status quo for the benefits they had as at the time of selection.)**

(a) Part-time employees shall be entitled to the following benefits on a pro rata basis:

Total Hours Worked In 6 months	% of Benefit Entitlement
1 – 300 hours	25%
301 – 586 hours	50%

(b) Part-time employees may select all benefits at percentage entitlement or may select one or ~~two~~ benefits which represents their total dollar entitlement according to the above formula:

Extended Health Care 10/20 Plan  
Dental Plan #9  
Life Insurance \$30,000  
Vision Care \$160/24months  
O.H.I.P.

Uniform allowance  
1 Sick Day for each 162.5 hours paid

(c) Part-time employees shall receive Uniform Allowance in accordance with the proration formula below:

Total Hours Worked in the last 6 months	% of Benefit Entitlement	
1 - 300 hours	25%	<b>(\$31.75)</b>
301 - 586 hours	50%	<b>(\$63.50)</b>

(d) Sick Leave in accordance with Articles 24.01 – 24.09.