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UNIT #32 •

COLLECTIVE AGREEMENT

BETWEEN

CRAIGLEE NURSING HOME

RECEIVED
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- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
(CHARTERED BY THE S.E.I.U., A.F.L., C.I.O., AND C.L.C.)

FULL-TIME AND PART-TIME

EFFECTIVE: July 26, 2004
EXPIRY: July 31, 2007

13712(01)

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of Craiglee Nursing Home Ltd., in the city of Toronto, save and except hairdressers, supervisors and persons above the rank of supervisor, and office and clerical staff.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Nursing Home;
 - (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and to the Local Union. The Employer agrees to consider any representation made by the Union concerning any change in rules or introduction of new rules;

- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the Nursing Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 4 - DEFINITIONS

- 4.01 Full-time employees are hereby defined to be those persons regularly employed on average for more than forty-eight (48) hours on a bi-weekly basis.
- 4.02 Part-time employees are hereby defined to be those persons regularly employed on average for forty-eight (48) hours or less on a bi-weekly basis.
- 4.03 The part-time employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year' s periods, to replace an employee who fails to report for her scheduled shift, and at least alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.

- 4.04 A causal employee, who it is understood is covered by this Collective Agreement, is an employee who is called to work occasionally, usually on an on-call basis, but who does not work a regular schedule, or who does so only for a specified period, but not for the purpose of depriving another employee of regular employment.
- 4.05 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

ARTICLE 5 - UNION SECURITY

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.
- 5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union;
- (b) The Employer shall, when remitting such dues, name the employees 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.
- 5.03 Deductions shall be made upon completion of the probationary period from the first pay of each month and forwarded to the Union Office on or before the last day of the next month in which the deductions are made.
- 5.04 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 5.05 It is mutually agreed that arrangements will be made for a Union Representative 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 Nursing 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 No Discrimination

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

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

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

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 (a) It is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) employees, one (1) of which shall be the Chief Steward;
- (b) All members of the committee shall be regular employees of the Employer who have completed their probationary period;
- (c) The Employer agrees to pay members of the negotiating committee their regular pay for regular scheduled working hours lost due to hours spent in the negotiating of the Collective Agreement excluding Conciliation and Arbitration proceedings.

7.02 The Employer will recognize a Union Administrative Committee which shall consist of a Chief Steward and one (1) steward from the members of the bargaining unit. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be employees of the Employer who have completed their probationary period.

7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as

possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

7.04 Labour-Management Committee

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

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

ARTICLE 8 - COMPLAINT, GRIEVANCE AND ARBITRATION PROCEDURE

8.01 It is the mutual desire of the parties herein that complaints of employees be adjusted as quickly as possible and it is understood that an employee has no grievance unless a complaint has been referred to the employee's immediate supervisor within five (5) calendar days after circumstances rise to the complaint have originated or occurred.

8.02 In making the complaint to his supervisor, the employee shall be accompanied by his/her Steward or Committee Member, if desired.

8.03 The Department Head or Supervisor shall give an oral decision to the complaint within seven (7) calendar days.

8.04 If the employee believes that a complaint has not been satisfactorily adjusted she may proceed to the grievance procedure.

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 five (5) calendar 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 five (5) calendar days from date of submission.

Step Number 2

If further action is then to be taken, then within seven (7) calendar 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 seven (7) calendar days following the meeting.

Step Number 3

Should the Administrator or his designate 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 seven (7) calendar days after the decision under Step Number 2 is given, or within fourteen (14) calendar 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.

8.06 Any of the time allowances above may be extended by written mutual agreement of the parties.

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

8.08 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 five (5) calendar days and disposed of within seven (7) calendar 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 five (5) calendar days after the employee is notified of his discharge or within five (5) calendar 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.

8.09 Employer's and Union'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 fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within seven (7) calendar 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.

8.10 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 fourteen (14) calendar 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.

8.11 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) calendar 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.

8.12 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) calendar

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) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties;
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure;
- (d) The parties shall agree on a mediator;
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party;
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference;
- (g) The Mediator will have the authority to meet separately with either party;
- (h) If no settlement is reached within seven (7) calendar 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 Mediator, if any.

8.13

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 fourteen (14) calendar days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within fourteen (14) calendar days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within fourteen (14) calendar days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of fourteen (14) calendar days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of fourteen (14) calendar days, to discuss the grievance submitted to them with a view to mutual settlement.

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

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

- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party;
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and 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.

8.14 Sole Arbitrator

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

ARTICLE 9 - SENIORITY

9.01 Effect of Absence

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

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

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

9.02 A newly hired full-time employee must successfully complete a probationary period of 400 hours worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance. The seniority of a full-time employee who has completed the probationary period shall date 45 days prior to the date on which the employee completed his Probationary period.

Newly hired part-time employee must successfully complete a probationary

period of 400 hours worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance. The seniority date of a part-time employee who has completed the probationary period shall be the first day the employee commenced employment.

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

9.04 Seniority Lists

- (a) Employers shall supply to the Union Office and Chief Stewards a set of seniority lists by departments in January and July of each year, showing alphabetically, employees' names, classifications, and their seniority starting dates provided part-time employees will have their seniority expressed in hours;
- (b) Full-time employees will accumulate seniority, on the basis of continuous service in the bargaining unit from last date of hire, except as otherwise provided herein;
- (c) For the purposes of service and seniority for part-time employees, one (1) year equals 1800 hours.

9.05 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work for more than twenty-four (24) months by reason of illness or other physical disability; 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 (30) months by reason of lay-off; or
- (e) is absent from work for more than thirty (30) months by reason of

absence while on WSIB.

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.

ARTICLE 10 - JOB SECURITY

10.01 Lay-Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six (6) weeks notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the *Employment Standards Act* (Ontario). However, the *Employment Standards Act* (Ontario) 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

In the event of a lay-off, provided the employee deposits with the Employer her share of insured benefits for the succeeding months (save for sick leave for which laid-off employees are not eligible) the Nursing Home shall pay its share of the insured benefits premium for a period up to two (2) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid-off.

Note: 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.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee 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 is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid-off.

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

10.03 Recall Rights

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

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

- (b) An employee recalled to work in a different classification from which she was laid-off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within *six* (6) months of being recalled;
- (c) No new employees shall be hired until all those laid-off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available;
- (d) It is the sole responsibility of the employee who has been laid-off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer;
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy

shall not be required to accept such recall and may instead remain on lay-off;

- (f) A laid-off employee shall retain the rights of recall for a period of thirty (30) 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 know address;
- (h) When a laid-off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

10.04 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

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

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

10.06 Contracting Out

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.

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

10.08 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.

10.09 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 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 seven (7) calendar days, and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired, in order to allow employees with seniority to apply.

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

11.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as it sees fit.

11.03 If no applications are received by 10:00 A.M. of the seventh (7) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

11.04 All applications received will be considered within seven (7) calendar days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112½) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

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

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

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

11.06 When comparing seniority under this provision, 1 year full-time, seniority = 1800 hours part-time seniority.

11.07 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to pregnancy and parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Employees working less than seventy-five (75) hours bi-weekly shall be given the first opportunity to fill temporary vacancies, in accordance with the criteria in Article 11.04. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position or, if her former position no longer exists, a comparable one. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

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

11.08 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).

11.09 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective;
- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which she was transferred. Job seniority for pay purposes shall include seniority on the job she is being transferred from;
- (c) Subject to (a) and (b) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

11.10 Part-time employees filling a temporary full-time vacancy will continue to be treated as a part-time employee for purposes of the Collective Agreement, unless agreed to otherwise by the parties.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Personal Leaves

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. 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.

12.02 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 twenty-one (21) days clear 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 normal 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;
- (d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless

extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

12.03 Pregnancy and Parental Leave

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

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* (Ontario), 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 leaves of absence may be taken under Article 12.12, Parental Leave.

- (d) Notwithstanding Article 12.03 (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 ("SUB top-up").

An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits ("E.I. benefits") shall be paid a SUB top-up.

That SUB top-up will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of E.I. benefits. In any week, the total amount of SUB top-up 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 top-up 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 SUB top-up 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 E.I. 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 Act*.

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

12.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* (Ontario) 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 top-up payments.

- 12.05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.
- 12.06 All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 12.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 12.06.
- 12.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 12.09 An employee who does not apply for leave of absence under Article 12.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 12.04 (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.
- 12.10 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* (Ontario) shall continue and seniority shall accumulate during the leave.
- 12.11 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 13.13 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

12.12 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.

12.13 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, traveling and meal allowance, and an official receipt thereof.

12.14 Educational Leave

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

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

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

12.15 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day of the funeral;
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending the day of the funeral;
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to one (1) day ending not later than the day of the funeral;

- (d) An employeeshall be granted one (1)day bereavement leave without loss of pay to attend the funeral of his or her aunt or uncle, niece or nephew;
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay, sick pay;
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave;
- (g) The Employer may request proof of death.

12.16 With the exception of pregnancy and parental leave, to qualify for leaves of absence as stipulated above the employee must have completed nine (9) 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.

ARTICLE 13 - HOURS OF WORK

13.01 The following is intended to define the normal hours of work for the full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days per week.

- (a) The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7 ½) working hours per day will be worked within an eight (8) hour period;
- (b) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one-half (7 ½) hours, notwithstanding the fact they have worked either six and one-half (6½) hours or eight and one-half (8½) hours.

13.02 (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Administrator or designate two (2) weeks in advance of posting, except in cases of emergency;

- (b) All employees who work on an assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked;
- (c) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 13.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period;
- (d) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and change over of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord, and for their own personal convenience arrange to change shifts, the conditions in Article 15.01 (b) shall apply in all respects;
- (e) No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1½) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees;
- (f) The Employer will endeavour to schedule each full-time employee one weekend off in *two*.

13.03 Mandatory in-service or normal staff meetings shall be compensated on the basis of straight-time pay for all hours an employee is in attendance.

13.04 Relief Periods

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 paid break
- 2 - 15 minute paid breaks

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

ARTICLE 14 - OVERTIME

14.01 Overtime

- (a) Overtime shall be paid for all hours worked over 7½ hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay;
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied;
- (c) 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;
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article;
- (e) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

14.02 Minimum Reporting; Allowance

If an employee reports for work at the regularly scheduled time for his or her shift 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.

14.03 Article 14.02 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 Nursing Home, nor shall it apply to employees returning to work without notice after absence.

14.04 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;
- (c) Where the call-in is requested within one-half ($\frac{1}{2}$) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in;
- (d) If the employee reports for work within one (1) hour of the request for call-in then the Employer will guarantee a minimum of four (4) hours work;
- (e) An employee "on-call" list shall be maintained and calls shall be made from such list according to seniority and reasonable availability for work. Each call will be indicated on the call sheet as to "worked", "no answer" or "refused";

Employees will be called on a rotational basis. "No answer" and "refused" shall be counted as "worked" for the purpose of call-in rotation.

If a call-in is answered by an answering machine, the Employer shall leave a message that a call-in is available and for what shift, before hanging up. The Employer will continue its effort to fill the staff shortage, but if the employee responds ready to work prior to the call-in vacancy being filled, she shall be permitted to take such call-in.

The Employer shall bypass an employee on the list who would otherwise be eligible for overtime premium if called into work.

Staff have regularly scheduled shifts. Their first commitment is to those shifts.

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

- (f) 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 rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

14.05 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse, in the building and there is an RPN in the building, an allowance of seven dollars and fifty cents (\$7.50) for each shift will apply to the RPN who is designated to be in charge of the building;
- (b) It is understood and agreed that only one of the above noted premiums will apply at any one time.

ARTICLE 15 - PAID HOLIDAYS

15.01

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	(1) Float Day

- (b) Effective January 1, 2007, there shall be one (1) additional float day. The intent is that there shall be no more than eleven (11) 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 (1) of the designated holidays in the Collective Agreement.

- (c) Upon the completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.
- 15.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 15.03 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.
- 15.04 An employee will qualify for holiday pay if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 15.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his holiday pay, be paid at the rate of one and one-half (1½) times his regular rate of pay.
- 15.06 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit this holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 15.04.
- 15.07 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.
- 15.08 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 16 - VACATIONS

- 16.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1st of any year to December 31st of the following year.
- 16.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Nursing Home.
- 16.03 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 16.04 Vacations are not cumulative from year to year and all vacations must be taken by December 15th following the cut off date. Employees shall not waive vacation and draw double pay.
- 16.05 Employees who have not completed their probationary period as of December 31st will receive four percent (4%) of their gross earnings during the vacation year.
- 16.06 Employees who have completed their probationary period as at the vacation cut off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

Employees will be eligible for the following vacation:

- (a) 2 weeks (4% of gross earnings) vacation after 1 year of service
- (b) 3 weeks (6% of gross earnings) vacation after 3 years of service
- (c) 4 weeks (8% of gross earnings) vacation after 8 years of service
- (d) 5 weeks (10% of gross earnings) vacation after 15 years of service
- (e) Effective January 1, 2007 and accrued in 2006, 6 weeks (12% of gross earnings) vacation after 23 years of service

- 16.07 Employees who have lost their seniority and have terminated their employment as set out in Article 9.05 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 16.08 If an employee transfers from permanent part-time or part-time to full-time or vice versa, the following method shall be used to calculate his vacation service date: 1800 hours worked equals one (1) year of service.
- 16.09 The Employer shall endeavor to have the employees alternate shifts on Christmas and New Years every other year. Employees working the night shift shall alternate on Christmas Eve and New Years Eve. This may constitute working consecutive weekends during this period.

ARTICLE 17 - PAYMENT IN LIEU OF BENEFITS

- 17.01 Effective January 1, 2007, a part-time employee shall receive in lieu of all fringe benefits an amount added to her regular straight time rate of pay of ten (.10) cents for each regular straight time hour worked in each pay period.

ARTICLE 18 - SICK LEAVE

- 18.01 Pay for sick leave is for the sole and only purpose of protecting full-time employees against loss of income in the situation of a legitimate illness or short-term disability and will be granted to all full-time employees on the following basis:
- (a) Absence for injury compensable under the provisions of the *Workplace Safety and Insurance Act* shall not be charged against sick leave credits.
 - (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.75 hours (1 credit) at the end of each month, to a maximum of 75 hours (10 credits).
 - (c) The employee may apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury.
 - (d) Where an employee's scheduled vacation is interrupted due too 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 satisfactory documentation of the illness and the hospitalization and has the required credits. 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. If the vacation has already been paid, the employee is entitled to paid vacation time equivalent to the vacation time lost.

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

- (e) The Employer may request proof of disabling accident or sickness:
 - (i) For any absence in excess of two (2) days.
 - (ii) For the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such request.

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.

- (f) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least four (4) hours prior to the commencement of the shift. An employee who will be absent on the day shift due to personal illness must notify the Employer at least four (4) hours prior to the commencement of the shift. Failure to give the required notice will result in loss of sick leave benefits for the day of absence.

ARTICLE 19 - PENSION

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

"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.

19.02 Effective July 1, 2007, each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 4% of Applicable Wages to the Plan. The Employer shall match such contributions, the amount being 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.

19.03 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.

19.04 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 the 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.

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

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

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

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(i) To be Provided Once Only at Plan commencement

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

(ii) To Be Provided with each Remittance

Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings

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

Address as provided to the Nursing Home
Termination date when applicable

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

Gender
Marital Status

ARTICLE 20 - COMPENSATION

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

20.02 Temporary Transfers

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

20.03 New Classification

When a new classification (which is covered by the terms of this Agreement) is established by the Nursing Home, the Nursing 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 Nursing 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 Nursing 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 Nursing 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 Nursing 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 Nursing 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 Nursing Home.

20.04

Wage Progression

- (a) Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (b) Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.

ARTICLE 21 - PAY DAYS

- 21.01 The Employer agrees that wages will be paid bi-weekly on Friday, during working hours. However, employee paycheques will be available for all employees as of Thursday at 2pm. The normal bi-weekly pay period shall be Monday to Sunday inclusive.
- 21.02 (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 was terminated or was laid-off.
- (b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Nursing Home, in order to prevent injury and illness.
- 22.02 A joint management and employee Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full-time and part-time bargaining units to one (1) joint representative which may be increased by mutual agreement of the parties.
- 22.03 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

22.04 The parties agree that if incidents involving aggressive client action occur such action will be recorded and reviewed at the 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.

The parties further agree that suitable subjects for discussion at the joint Health and Safety Committee will include aggressive residents.

ARTICLE 23 - BULLETIN BOARDS

23.01 The Employer agrees to supply and make available to the Union for the posting of seniority list and Union notices related specifically to bargaining unit one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. Such notices are to be in keeping with the spirit and intent of this Agreement.

ARTICLE 24 - PAID EDUCATION LEAVE

24.01 Effective August 1, 2006, the Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a fund established by Service Employees' International Union Local 1.0n.

ARTICLE 25 - CMI RESULTS

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

ARTICLE 26 - PRINTING

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

ARTICLE 27 - TERM

July 26, 2004 to July 31, 2007.

CRAIGLEE NURSING HOME

By: Alie McDayall

By: [Signature]

By: [Signature]

By: [Signature]

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 1.0n**

By: [Signature]

By: [Signature]

By: _____

By: _____

LETTER OF UNDERSTANDING

Re: Extended Shift Arrangements (12 Hour Shifts)

The parties hereby agree that extended shifts will be implemented under the following terms and conditions and will remain in effect for the term of this Collective Agreement. These provisions shall apply to all eligible full-time and regular part-time R.P.N., H.C.A., R.N. and P.S.W. In all other respects, the Collective Agreement shall apply.

2. Probation

It is understood that a new employee working extended shifts will be considered on probation until she has completed 400 hours of work. In all other respects the terms of probation will be in accordance with the Collective Agreement.

3. Hours of Work and Scheduling

The following scheduling provisions shall apply to all employees working twelve (12) hours shifts.

- 3.1 A regular 12 hour shift shall be 11.25 consecutive hours in any twenty-four hour period exclusive of a 45 minute unpaid meal period. The employee shall be entitled to paid relief periods as per the Collective Agreement.
- 3.2 Not more than three (3) consecutive 12 hours shifts shall be scheduled. When the Employer requires an employee to work a fourth consecutive shift, premium pay shall be paid for the fourth and subsequent consecutive shifts until a day off has been scheduled.
- 3.3 At least eleven and a half (11.5) hours time off will be scheduled between shifts. Failure to provide eleven and a half (11.5) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one half (1½) times the employee's regular straight time hourly rate for only those hours which reduce the eleven and a half (11.5) hour period. Where the eleven and a half (11.5) hour period is reduced as a result of an approved change of shift(s) requested by the employee's, such premium payment shall not apply.
- 3.4 A weekend is defined as a minimum of fifty-six (56) hours commencing at the completion of the Friday day shift.'

3.5 The Employer will not schedule split shifts.

3.6 The Employer will endeavour to provide at least every third (3rd) weekend off.

4. **Overtime**

4.1 Daily overtime shall be defined as being all hours worked in excess of the standard extended workday, as set out in Article 3.1 above.

4.2 Overtime shall be paid for any time worked over seventy-nine (79) hours bi-weekly. For the purposes of overtime, the hours of work per week shall be averaged over a two (2) week pay period.

5. **Paid Holidays**

5.1 Holiday pay will be computed as per the *Employment Standards Act* (Ontario).

5.2 An employee required to work on any of the designated holidays listed in Article 15.01 of the Collective Agreement shall be paid at the rate of time and one half (1½) her regular straight time rate of pay for all hours worked on such holiday (0001H to 2400H of the holiday) in accordance with the terms of the Collective Agreement.

SCHEDULE "A"

JOB CLASSIFICATIONS AND HOURLY RATES

	2004			2005			Effective Jan 1, 2006			Effective Jan 1, 2007		
	START	1 YR. (1800 hrs.)	2 YR. (3600 hrs.)	START	1 YR. (1800 hrs.)	2 YR. (3600 hrs.)	START	1 YR. (1800 hrs.)	2 YR. (3600 hrs.)	START	1 YR. (1800 hrs.)	2 YR. (3600 hrs.)
Health Care Aide	15.50	15.75	16.50	15.73	15.98	16.74	15.96	16.22	16.99	16.19	16.46	17.25
RPN	19.00	19.50	21.50	19.28	19.79	21.82	19.57	20.09	22.15	19.86	20.39	22.30
RN	25.00	28.00	30.50	25.38	28.42	30.96	25.76	28.85	31.42	26.15	29.28	31.60
HSK, Dietary, Laundry, Maintenance and Recreation	14.50	15.00	16.00	14.72	15.23	16.24	14.94	15.40	16.48	15.16	15.63	16.50
Cook	15.50	16.00	16.50	15.73	16.24	16.75	15.96	16.48	17.00	16.20	16.72	17.26
Head Cook	16.50	17.00	17.50	16.75	17.26	17.76	17.00	17.52	18.03	17.26	17.78	18.30

	Effective May 1, 2007		
	STAFF	1 YR (1800 hrs)	2 YR (3600 hrs)
Health Care Aide	16.43	16.71	17.52
RPN	20.16	20.70	22.59
RN	26.54	29.72	32.05
HSK, Dietary, Laundry, Maintenance and Recreation	15.39	15.93	16.76
Cook	16.44	16.92	17.52
Head Cook	17.52	18.05	18.57

The above noted wage rates includes .20 for all classifications except the housekeeping which is .22 cents pay equity adjustments for 2006 and 2007.

Payable on September 1, 2006 to all employees (current and former) the amount of \$1000 for full-time and \$500 for part-time employees. This above-noted payment is to satisfy the pay equity obligations for 2004 and 2005.

A further one time adjustment of \$250.00 to be paid to employees listed in Appendix C.

LETTER OF UNDERSTANDING BETWEEN
CRAIGLEE NURSING HOME (THE "EMPLOYER")
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N (THE "UNION")

RE: SCHEDULING OF 12 HOUR SHIFTS

The parties hereby acknowledge and agree that the Employer shall continue the current practice of scheduling the full time employees listed in Schedule ~~B~~, attached hereto, for seven (7) shifts per pay period.

The parties hereby acknowledge and agree that the employees listed in Schedule ~~B~~, attached hereto, shall be afforded the opportunity to be placed on a master schedule provided that they submit to the Employer a listing of ten (10) days in a pay period that they are available to be scheduled. Two (2) of those ten (10) days must be a consecutive Saturday and a Sunday. The Employer will use the individual employees' stated availability to develop a master schedule whereby the employee will receive seven (7) regularly scheduled shifts per pay period.

The parties hereby acknowledge and agree that full time employees working six (6) shifts or less per pay period and staff hired post ratification of this collective agreement shall maintain their regular number of scheduled shifts per pay period (if such regularity exists) but may have the option of working up to seven (7) shifts per pay period depending up on the Employer's need. Employees will be canvassed on a monthly basis as to their availability for the additional shifts. These additional shifts shall be scheduled by seniority based on the employee's stated monthly availability.

It is acknowledged and agreed that the term of this letter of understanding shall survive the expiry of this collective agreement and any renewal agreements unless specifically amended by the parties. Furthermore the parties specifically grant jurisdiction to arbitrator Russell Goodfellow for the interpretation and enforcement of this letter of understanding.


DATED AT TORONTO THIS 22nd DAY OF MARCH, 2007

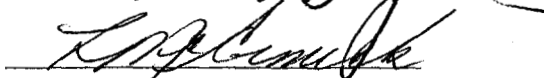
FOR THE UNION





FOR THE EMPLOYER





SCHEDULE "B"

Whyte, Aileen

Munro-Carr, Theresa

Hall, Annette

Labrador, Rosita

Darlington, Janice

Delo Santos, Elma

Sardua, Josefa

Perez, Felicidad

Faustino, Violeta

Rey, Filipina

Rosales, Adora

Vicente, Rowena

Vincze, Joan

Higgins, Joyce

Maynard, Meldene

Reid, Joyce

Senior, Sandra

SCHEDULE "C"

James, Delores

Large, Corina

Guthrie, Raines

Scott, Deberdeen

Glave, Thalia

Vernon, Monica

Negaw, Elisabeth

Bell, Viva

Ayuson, Rosenda

Velarde, Meriel

LETTER OF UNDERSTANDING BETWEEN
CRAIGLEE NURSING HOME (THE "EMPLOYER")
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N (THE "UNION")

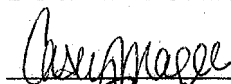
RE: FULL-TIME EMPLOYEE BENEFITS


The parties hereby acknowledge and agree that the Employer shall continue to provide optional benefit coverage for full-time employees. Full-time employees may elect for the following benefit coverage where the Employer shall pay fifty percent (50%) of the total cost of coverage and the full-time employee shall pay \$17.46 per pay for single coverage and \$37.35 per pay for family coverage. Benefit coverage will be in accordance with

Type	Description of Coverage
Life Insurance	\$20,000
Accidental Death & Dismemberment	\$20,000
Extended Health	Deductible - Nil Drug dispensing fee cap of \$7.50 Benefit % - 100% for Medical Services & Supplies Professional Services: Chiropractor \$300/yr Osteopath \$300/yr Podiatrist \$300/yr Massage therapy \$300/yr Naturopath \$300/yr Speech Therapy \$300/yr Physiotherapist \$300/yr Psychologist \$300/yr <i>Also includes coverage for Medical Services and Supplies, Private Duty Nursing, Ambulance, Medical Equipment, Non Dental prostheses, Supports and Hearing Aides</i>
Dental Care	Deductible - Nil Current Fee Guide Benefit Coverage - 80% Level 1 Basic Services \$750 Maximum per calendar year


DATED AT TORONTO THIS 22nd DAY OF MARCH, 2007.


FOR THE UNION





FOR THE EMPLOYER





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