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COLLECTIVE AGREEMENT

BETWEEN:

RIVERVIEW MANOR (PETERBOROUGH)

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MAY 09 2007

-and-

SERVICE EMPLOYEES UNION, LOCAL 1.01

CLC

TERM: DECEMBER 1 2003 – April 30, 2007

FULL TIME and PART TIME EMPLOYEES

13717(01)

COLLECTIVE AGREEMENT

BETWEEN:

RIVERVIEW MANOR (PETERBOROUGH)

(hereinafter called the "Employer")

OF THE FIRST PART

-and-

SERVICE EMPLOYEES UNION, LOCAL 1.0N

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE:

WHEREAS the Union has been certified by the Ontario Labour Relations Board as the certified Bargaining Agent of the employees of the Employer in the Bargaining Unit described as follows, namely: all employees of Riverview Manor in Peterborough, Ontario, save and except professional nursing staff, physiotherapists, occupational therapists, Supervisors, foremen, persons above the rank of Supervisor or foreman, office staff, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period.

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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 machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work, wages for all employee within the Bargaining Unit.
- 1.02 The Union recognizes the Employer's responsibility to its regulating bodies and to the residents of the facility, and therefore agrees to endeavour to obtain the full co-operation of its membership in maintaining the established standards of care.
- 1.03 It shall be the responsibility of the employee to keep the employer informed of her current address.
- 1.04 Where the employer is required to give notice in accordance with this collective agreement, the notice shall be given personally or by registered mail; mailed to the employee's last known address on record with the employer. Such registered letter shall be deemed to be received on the second business day after the day it was sent.
- 1.05 Contract Printing
- The Employer and the Union will share equally in any cost of printing the Collective Agreement provided that the Employer shall approve the printing cost quotation which approval shall not be unreasonably withheld.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at the Riverview Manor (Peterborough) as certified by the Labour Relations Board on February 29, 1980, and as specified in the preamble of this Agreement.
- 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 The word "employee" or "employees" wherever used in this Agreement shall be interpreted as such, limited to the scope of this Agreement.
- a) Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies and vice versa.

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

2.04 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 employee 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.

2.05 No Contracting Out

Supervisors, foremen, persons excluded from the Bargaining Unit will not take the place of any employee such as to cause an employee to suffer a loss of hours of work or pay and no employee shall suffer loss of hours of work or pay as a result of the contracting out of work by the Employer.

2.06 Placement program participants placed in a non-nursing job shall not perform Bargaining Unit work unless mutually agreed upon between the Employer and the Union.

2.07 Wherever the term spouse or common-law spouse appears in this Collective Agreement, same sex partner shall also appear.

a) A full time employee shall be one who is regularly scheduled to work more than forty eight (48) hours in a bi-weekly master rotation pay period.

b) A part time employee shall be one who is regularly scheduled to work forty-eight hours (48) or less in a bi-weekly pay period.

ARTICLE 3 - SECURITY

3.01 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 or non-membership in the Union or because of her activity or non-activity in the Union.

3.02 It is mutually agreed that arrangements will be made for a Union Representative or her designate to interview each new employee who is not a member of the Union once, upon completion of thirty (30) working days of employment, for the purpose of informing such employee of the existence of the Union and 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 ten (10) minutes.

- 3.03** The Union and Employer agree that Management and employees will abide by the Ontario Human Rights Code and further agree that individuals in the workplace should be treated by Management and co-workers with respect and shall not be subject to harassment of any type by an individual or group of individuals. Alleged violations of this provision are subject to the grievance procedure.
- a) The Union and Employer agree that management and employees will abide by the Human Rights Code and further agree that individuals in the workplace should be treated by management and co-workers with respect and shall not be subject to harassment of any type by an individual or group of individuals. Alleged violations of this provision are subject to the grievance procedure.
 - b) 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 4 - UNION DUES

- 4.01** 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.
- 4.02** Such Union dues deductions shall be deducted from the employee's earnings once a month.
- 4.03** Deductions shall be made from the last full pay of each month and forwarded to the Union Office on or before the 20th day of the following month.
- 4.04**
- a) The Employer shall, when remitting dues, name the employees from whose pay deductions have been made.
 - b) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.
 - c) The Employer agrees to provide the Union with employee addresses on an annual basis.

d) If the Employer 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. If such an agreement is reached, the parties will endeavour to communicate on the issue so that implementation is not impeded.

4.05 The Employer shall show the amount of Union dues deducted by the Employer during the previous calendar year on each employee's T4 slip.

4.06 The Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental leave.

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

ARTICLE 5 - MANAGEMENT'S RIGHTS

5.01 The Union acknowledges that all management rights 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 posted on the employees' bulletin board with a copy supplied to the Local Union. The management reserves the right to amend or introduce new rules from time to time, copies of which are to be posted on the bulletin boards with copies to be supplied to the Local Union. The Local Union shall have the right to make representation before any rule is amended or any new rule is introduced;
- c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- d) to have the right to plan, direct and control the work of the employees and the operations of the nursing home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of areas, work schedules, and the increase or reduction of personnel.

- e) It is agreed that Management's rights shall not be exercised contrary to the provisions of this Agreement.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 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 at the Home or directed toward the Home, 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.

ARTICLE 7 - GRIEVANCE AND NEGOTIATING COMMITTEES

- 7.01 Union Grievance Committee
- The Employer acknowledges the right of the Union to elect a Union Grievance Committee which shall not be composed of more than three (3) stewards. It is understood that in electing stewards the Union will secure its representation from among those employees who have acquired seniority.
- 7.02 The Employer will recognize and work with the said Committee on any matter properly arising out of this Agreement, and the Committee will co-operate with the Employer in the administration of this Agreement.
- 7.03 The name and jurisdiction of each of the stewards from time to time selected, shall **be** given to the Employer in writing and the Employer shall not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.
- 7.04 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties to attend to the complaints and grievances of employees without having first secured permission from their immediate Supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to their immediate Supervisor and shall report again to her at the time of their return to work. Time away from her job for the purpose of handling existing grievances will be interpreted as time worked provided such handling is within the Home.
- 7.05 The Employer will supply the Union with a list of employees acting in the capacity of

foreman or other position of authority over employees in the Bargaining Unit.

7.06 Negotiating Committee

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) stewards, one of whom may be from the part time Bargaining Unit, and will recognize and deal with said Committee with respect to any matter which properly arises from time to time during the term of this Agreement and such matters as are properly the subject of negotiations including proposals for the renewal or modification of this Agreement. A paid Representative of the Union may participate in such negotiations.

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 shall apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting shall be made in writing at least one (1) week prior to the date proposed unless otherwise agreed. Both parties shall submit an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. A sampling of suitable subjects for discussion may include, but is not limited to, orientation, aggressive residents and work load issues. A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. Meetings will be held bi-monthly unless otherwise agreed. A Union and Employer representative may attend as mutually agreed by the parties. It is understood that there shall be one (1) Labour Management Committee with representation of both full-time and part-time employees.

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

7.08 CMI Results

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

- (i) The number of full-time and part-time employees in the bargaining unit;
- (ii) The total number of employees in the Home;
- (iii) The number of employees per classification.

The purpose of this meeting is to discuss the impact of the CMI changes on the staffing levels in the Home and quality care, and to 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.

ARTICLE 8 - UNION POLICY GRIEVANCE

8.01 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 affecting the Union commencing at Step #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.

8.02 Where two (2) or more employees have identical grievances they may all sign one (1) grievance. Where additional time is required to investigate whether other employees are affected, the time limit on subsequent employees signing the same grievance may be extended as required up to ten (10) working days following the original circumstances.

ARTICLE 9 - EMPLOYER GRIEVANCE

9.01 It is understood that the Employer may at any time file a grievance with the Representative of the Union and request a meeting with her to discuss any complaint with respect to the conduct of the Union, its Officers or Committeemen, in its relationship with the Employer or other employees or with respect to any complaint that there has been a violation of any contractual obligation undertaken by the Union, and that if such grievance by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set forth in Article 12 below.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The purpose of this Article is to provide an orderly method of the settlement of a

grievance between the parties. Such a grievance shall be defined as an alleged violation or misinterpretation of this Agreement and must be presented within five (5) working days after it arises and be processed in accordance with the following steps herein set forth.

Step No. 1

The employee shall first take up her grievance with her Supervisor and if the aggrieved employee requests, the Shop Steward shall be given the opportunity to be present at a time to be fixed by the Supervisor. Such discussion shall be held within five (5) working days. If the grievance is not settled, it shall, within five (5) working days thereafter, be set forth in writing, signed by the employee, and given to her immediate Supervisor who shall within five (5) working days after receipt thereof, give her written answer to the grievance.

Step No. 2

If the grievance is not settled at Step No. 1, the Union may appeal it by giving a written notice of such appeal within five (5) working days after receipt of the immediate Supervisor's written answer to the Administrator who shall discuss it with the Union's Representative at a time to be fixed by both parties. Such discussion shall be held within five (5) working days.

The Administrator or her designated Representative shall give her written answer to the grievance within five (5) working days after the close of the discussions.

Step No. 3

If the grievance is not settled at Step No. 2, it may be appealed by a written notice of such appeal given by the Union to the Employer within seven (7) working days after the receipt of the written answer of the Administrator or her designated Representative to arbitration with the procedure and conditions in the arbitration clause hereinafter set forth.

10.02 If at any step the Employer's Representative fails to give her written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit.

10.03 Grievance Mediation

a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.

- b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or a 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 each party.
- h) If no settlement is reached with five (5) days following the 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 a Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- i) The Union and the Employer will share the cost of the Mediator, if any.

ARTICLE ■ - DISCHARGE AND SUSPENSION CASES

- 11.01 A claim by an employee who has completed probation that she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- a) confirming the Employer's action in dismissing or suspending the employee;
 - b) reinstating the employee without loss of seniority and with full compensation for time lost; or
 - c) by any other arrangement which may be deemed just and equitable.

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 if the Steward is not available, a member representative of the employee's choice who is working on the current shift.

- 11.02 When an employee has been dismissed or suspended, the Steward shall be notified and the employee shall have the right to interview her Steward if available for a reasonable period of time before leaving the premises.
- 11.03 Any written warning to be placed in the employee's files, the employee will be given two (2) copies with the instruction that one (1) copy is to go to the Union (if he/she so desires). Upon receipt of said copies, the employee must sign the original copy on his/her file indicating that she did in fact receive the copies but not to admit guilt or to agree with the action taken by the Employer. Any unjust action may be the subject of the Grievance Procedure.
- 11.04 A written warning to an employee will be removed from the Employer's file if no other disciplinary action is taken against the employee for a period of twelve (12) months from the date of the written warning.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration. The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.
- 12.02 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- 12.03 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.

- 12.04 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.
- 12.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement. 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.
- 12.06 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.
- 12.07 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.
- 12.08 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.
- 12.09 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.
- 12.10 Neither a Board of Arbitration nor a sole Arbitrator shall have the power to add to, or amend this Agreement.

ARTICLE 13 - SENIORITY

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

- a) An employee will be on probation until she has completed three (3) calendar months of employment. Upon completion of such probationary period, the employee's name shall be placed on the respective seniority list and credited with three (3) calendar months seniority. By mutual agreement between the Employer and the Union, the probationary period may be extended up to an additional three (3) months of employment for an employee performing modified duties outside of their regular duties. The discharge or discipline of a probationary employee shall not be the subject of a grievance.
- b) The seniority list shall indicate the employees actual date of hire and;
 - i) for full time employees, the years and months of seniority
 - ii) for part time employees, the hours of seniority.

A revised copy of the seniority list, effective March 31 and September 30, shall be posted on the appropriate board and sent to the Union office in April and October respectively, of each year.

- c) Employees shall have forty-five (45) calendar days from date of posting of the seniority list to notify the Employer of any errors in seniority calculations. If no errors are reported within such forty-five (45) day period the seniority list shall be accepted as correct for all employees.
- d) Call-ins and preference for scheduling of vacations and scheduling of Christmas/New Years will be in accordance with the most recently posted seniority list.
- e) Both full time and part time employees will maintain their seniority when changing from the status of part time employee to that of full time employee and vice versa. Seniority in such cases will be calculated according to Schedule "B" Article 13.06.

Accordingly;

- i) A full time employee who changes her status to part time will have her years and months of seniority converted to hours based on 1800 hours = 1 year, 150 hours = 1 month.

- ii) A part-time employee who changes her status to full time will have her hours of seniority converted to years and months based on 1800 hours = 1 year, 150 hours = 1 month.
- iii) for the purpose of the job posting provisions of the Collective Agreement, seniority shall be calculated up to the date the job is posted.
- iv) For the purpose of the lay off, provisions of the Collective Agreement, seniority shall be calculated to the last day of the month prior to the month in which the lay off notice is issued.

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.

In all cases of layoffs and recalls from layoff and job postings, the following factors shall be considered:

- a) seniority;
- b) skill, efficiency, and ability.

Where the factors in (b) above are relatively equal, factor (a) shall govern provided the employees have the qualifications to perform the work in question. In determining the ability of an employee to perform the work for the purposes of paragraph (b) above, the Employer shall not act in an arbitrary or unfair manner.

13.03 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 permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee. It is understood that this provision does not preclude the requirements of an employee to notify the Employer of absence prior to her scheduled shift.
- 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.

- f) 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.
- g) an employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provide as satisfactory explanation, shall be considered to have terminated her employment without notice.
- h) 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.
- i) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail, unless an explanation satisfactory to the Employer is given by the employee.
- i) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides 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.

13.04 Layoff and Recall

- a) The Employer shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks', notice in writing of her layoff in accordance with following schedule:

Up to one (1) year service	One (1) week's notice
More than one (1) year but less than three (3) years' service	Two (2) weeks' notice
Three (3) years or more of service	One (1) week for each year of service to a maximum of eight (8) weeks notice.

provided the circumstances causing the layoff are not beyond the control of the Employer (i.e., fire, flood, Ministry requirement, etc.)

- b) Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative] it shall be mailed by registered mail.
- c) All employees who qualify under Article 13.02 shall be recalled from a layoff to available openings before such opening is filled on a regular basis under the job posting procedure.
- d) In determining the ability of an employee to perform the work for the purposes of paragraph (c) above, the Employer shall not act in an arbitrary or unfair manner.
- e) In the event of a lay-off, the Employer shall lay off employees in the reverse order of seniority provided that the employee has the skill, ability and qualifications necessary to perform the available work.
- f) Employees shall be recalled from lay-off to available openings in order of seniority provided the employee has the skill, ability and qualifications to perform the available work.
- g) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with (k) below, or do not have the skill, ability and qualifications to immediately perform the available work.
- h) Prior to any general reduction in hours affecting all or a majority of employees, the Employer will consult with the Union to determine their preferences and suggestions as to laying employees off instead of reducing hours.
- i) An employee recalled to work in a different classification from which he 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.
- j) It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within three (3) days (exclusive of Saturdays] Sundays and paid Holidays) after being notified to do so. Such notice may be by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing).
- k) 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 to work. The

employee is solely responsible for her proper address being on record with the Employer.

- l) In the event that a lay off commences on the day immediately following a paid holiday, an employee otherwise qualified for the holiday pay shall not be disentitled thereto solely because of the day on which the lay off commenced.
- m) An employee recalled to work to a classification in which she has never worked in the Home shall be placed in the position for a trial period of forty-five working days and if the employee proves satisfactory shall then be considered permanent to the position. If the employee proves unsatisfactory during that time, she shall once again be laid off.
- n) The Employer agrees to maintain their shared cost of all Health and Welfare benefits as per Article 23.01 for the month in which the layoff occurs and the following month.

13.05

Lay-off and Bumping Procedures

- a) Employees shall be laid-off in reverse order of seniority within their classification providing the remaining employees have the skill, ability and qualifications necessary to perform the available work.
- b) A full-time employee who is laid off from her classification shall bump the most junior full-time position in another classification provided;
 - i) she is more senior
 - ii) she has the skill, ability and qualifications necessary to perform the work
- c) Where a full time employee does not have the seniority or skill, ability and qualificationsto bump into a full time position, she shall bump a more junior part time employee in her classification, or if unable to based on seniority, shall bump a more junior part time employee in another classification provided she has the skill, ability and qualification to perform the work.
- d) i) A part time employee who is laid off from her classification shall bump a more junior part time employee in another classification proved she has the skill, ability and qualifications to perform the work.
 - ii) When a part time employee does not have the seniority or skill, ability and qualifications required to bump a part time employee, she shall bump into the most junior full time position in her classification or if unable to based on seniority, she shall bump a more junior full time employee in another classification provided:

- a) she is more senior
 - b) she has the skill, ability and qualifications necessary to perform the work.
- iii) Employees who elect not to exercise their bumping rights may retain a casual/call-in position within their classification. It is understood that in doing so, such employee forfeits her bumping rights.
- e) In order to further define, skill, ability and qualifications necessary to perform the available work, the following shall apply;
- i) Where a **DA, LA, HA** has worked as a **NA** within six **(6)** months of the date of notification of lay-off and requires no orientation into that department that employee shall be deemed to have the skill, ability and qualifications necessary to perform the available work.
 - ii) Otherwise the following will determine the eligibility of employees to exercise their bumping rights;
 - a) **RPN's**, have the right to bump into all other classifications with the exception of Cook.
 - b) **HC/NA** have the right to bump into all other classifications with the exception of **RPN** and Cook.
 - c) **DA, HA, LA**, Cooks have the right to bump into all other classifications with the exception of **RPN, HCA/NA**.

ARTICLE 14 - JOB POSTING

- 14.01** In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten **(10)** calendar days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply. The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.
- 14.02** Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

- 14.03 If no applications are received by 10:00 a.m. of the tenth (10th) day following the posting date the Employer may hire from sources outside the Bargaining Unit.
- 14.04 All applications received will be considered within ten (10) days of the end of the posting procedure. In the event that one (1) or more employees apply, the Employer shall consider the seniority and qualifications of the applicants and shall select in accordance with Article 13.02.
- 14.05 Only the original vacancy and the first two (2) resulting vacancies must be posted.
- 14.06 It is understood that the Employer may elect to fill the vacancy in a part time bargaining unit by expanding the hours of work of existing part time employees.
- 14.07 a) The successful applicant will be placed in the vacancy for a training period not exceeding forty-five (45) working days and if the employee proves satisfactory, shall then be considered permanent to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels she is unable to perform the duties of the vacancy to which posted, the employee will be returned to her former position at her former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing.
- b) If the applicant is returned to her former position under this clause, the Employer will give consideration in accordance with the provisions of Article 14.03 to those employees who were unsuccessful applicants for the initial vacancy.
- Upon request to the Department Manager, 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.
- 14.08 In the event an employee requests to drop a shift from their schedule, such employee shall not pick up further shifts for forty-five (45) worked days. Employees who pick up extra shifts must keep all shifts for a minimum of forty-five (45) worked days. An employee who has picked up an extra shift(s) will not be excluded from applying for and receiving a temporary posting. If the temporary posting results in the employee not working the newly acquired shift(s), it is understood that her obligation to work the forty-five (45) days described herein will resume upon her return to her regular position.
- 14.09 The Employer will provide copies of job postings and Ministry Service Agreements to the Chief Steward.
- 14.10 a) The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty seven and one-half (337 ½) working hours. The trial

period may be extended by mutual agreement, but in any case no longer than an additional one hundred and twelve and one half (12 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.
- b) It is understood that such trial period only applies to an employee posting into a new classification.
 - c) 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.
 - d) In the event of a) i) or ii), 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.
 - e) It is understood that no employee shall be transferred to a position outside of the Bargaining Unit without her consent.
 - f) In the event an employee requests to drop a shift from her schedule, such employee shall not pick up further shifts for forty-five (45) worked days. Employees who pick up extra shifts must keep all shifts for a minimum of forty-five (45) worked days. An employee who has picked up an extra shift(s) will not be excluded from applying for and receiving a temporary posting. If the temporary posting results in the employee not working the newly acquired shift(s), it is understood that her obligation to work the forty-five (45) days described herein will resume upon her return to her regular position.

14.11

Temporary Vacancies

- a) Any temporary vacancy with an anticipated duration of three (3) months or more will be posted. The posting shall outline the anticipated duration of such vacancy.
- b) 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 the estimated day of return the Employer shall not be liable for payments to the resulting displaced employee(s).

- c) In the event that a part time employee is the successful applicant for a full time temporary position, the part time employee shall retain her part time status for a maximum of four **(4)** months at which time she shall be classified as a full time employee and be eligible for full time benefits. In the event that a full time employee is the successful applicant for a temporary part time position, the full time employee shall retain her full time status for a maximum of four **(4)** months at which time she shall be classified as a part time employee and shall no longer be eligible for full time benefits provided for under this agreement.
- d) An employee filling a temporary vacancy of four months **(4)** or longer shall not be eligible to bid on any other temporary posting until the end of her temporary position.

ARTICLE 15 - WAGES

- 15.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto.
- 15.02 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

ARTICLE 16 - PAY DAYS

- 16.01 The Employer agrees that employees will be paid on alternate Thursdays. It is understood that the time required by the bank to process a payroll may result in a payday being Friday at Easter, Christmas/New Years and July 1st.

ARTICLE 17 – PREMIUM PAYMENTS

- 17.01 Effective following the date of ratification or arbitration award:

When the employer temporarily assigns an employee, in writing, to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

ARTICLE 18 - BULLETIN BOARDS

- 18.01 The Employer agrees to supply and make available to the Union for posting of

seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 19 - HOURS OF WORK

19.01 Nothing herein shall constitute a guarantee of hours of work per day or week or of number of days per week.

The regular hours of work for all employees shall be not more than seven and one-half (7 1/2) hours per day exclusive of meal periods of thirty (30) minutes.

19.02 No employee shall be required to work more than five (5) consecutive days without a day off except where this results from employees switching days off, unless mutually agreed to work or for the purpose of call-ins.

19.03 No employee who is required to rotate shifts shall be required to change from one shift to another (e.g., from night shift to day shift) without at least twenty-four (24) hours between the end of one shift and the beginning of the next, provided that the Employer may request employees to change shifts with less than twenty-four (24) hours off if both parties agree.

19.04 a) Work schedules shall be posted two (2) weeks in advance, and once posted shall not be changed unless by mutual agreement between the Employer and the employee.

b) It is agreed that with the exception of program staff, the position an employee has posted into will be considered her master schedule. It is understood and agreed that employees shall co-operate with reasonable requests for shift changes to permit the Employer to maintain staffing requirements to meet resident needs.

19.05 All employees shall be scheduled every other weekend off unless mutually agreed to work more.

19.06 Rest Periods

There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift.

19.07 Minimum Reporting Allowance

If an employee reports for work as scheduled and no work is available, such employee will be entitled to a minimum of one-half (1/2) shift's pay at the employee's regular rate

unless she has been notified not to report two (2) hours prior to the commencement of her shift.

19.08 Call Back

Where an employee is called back to work after having left the premises and before commencing her next regular shift, she will be given a guaranteed minimum of two (2) hours' at time and one-half (1 1/2) the straight time hourly rate for such call back. If the call back is within three (3) hours of the commencement of her regular shift and if she works her full scheduled shift, she will be paid at the rate of time and one-half (1 1/2) for all hours prior to the regular commencement of the shift, after which hours regular pay will take over. Provided this shall not apply to a call in to work on a scheduled day off.

19.09 Uniform Allowance

Effective January 1, 2005:

The Employer agrees to provide, effective on the successful completion of probation, all full time employees with a uniform allowance of ten dollars (\$10.00) per month, and all part time employees with a uniform allowance of five (\$5.00) per month. Payment will be made by separate cheque on the first pay period of December of each year or upon termination.

Locker facilities will be provided for the employees' convenience.

19.10 Overtime

- a) Overtime shall be paid for all hours worked over seven and one-half (7.5) hours in a day and seventy-five (75) hours bi-weekly, at the rate of time and one-half (1.5) the employee's regular rate of pay.
- b) If an employee is required to work an extra continuous shift as overtime, food will be available during such shift, in addition to overtime rates paid.
- c) Employees who work overtime will not be required to take time off from regularly scheduled hours to make up for overtime worked, but may take equivalent time off by mutual agreement.
- d) An employee who is absent because of sickness, W.S.I.B., bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

19.11 Shift Premium

When the majority of hours worked by an employee occur between 1500 hours and 0700 hours of the following day, such employee shall receive twenty-seven cents (\$.27) per hour for all hours worked in her shift.

19.12 Transfers

If an employee is temporarily transferred to a higher rated job for more than four (4) hours, they will receive the rate applicable to the higher classification from the first hour they are transferred.

19.13 Shift Changes

In the event employees of their own accord, for their own personal convenience, wish to change shifts with appropriately qualified other employees, a signed request must be submitted to the Employer. It is understood that this provision does not apply to permanent changes or to shift changes for an extended period of time. Where such changes occur the provisions relating to overtime and time off between shifts do not apply.

19.14 Cancelled Shifts

In the event that an employees shift is cancelled by the Employer, the Employer shall endeavour to give such employee another shift by bumping a more junior part time employee within the same classification during the current pay period.

19.15 Call-In

Where employees are called in after the commencement of a shift and report for work within thirty (30) minutes after being called, the employee will be reimbursed from the time the call was made.

- 19.16
- a) In the event that an employee has regularly scheduled hours in more than one classification, the primary classification will be considered to be that in which the majority of hours are scheduled. Employees currently working in two (2) classifications, one of which is RPN may exercise the option of designating RPN as their primary classification upon written notice to the Director of Care.
 - b) Where employees wish to be called in for other than their primary classification, they will be added to the bottom of that classification call-in list provided they have the skill, ability and qualifications to perform the available work without training/orientation. Out of classification call-ins will be called after the

classification call-in list is completed.

19.17 When a department supervisor is anticipated to be absent from her normal duties in excess of forty-five (45) days, and the Employer elects to temporarily assign an employee to the responsibilities of the absent supervisor, the employee will receive thirty cents (\$0.30) per hour in addition to the employee's classification rate of pay.

19.18 Weekend Premium

Effective upon ratification, a weekend premium of \$0.05 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.

Effective January 1, 2007, the amount will increase to \$0.10.

Effective April 1, 2007, the amount will increase to \$0.15.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Personal Leave

The Administrator may grant a request for leave of absence, without pay and without loss or accrual of seniority for personal reasons to a maximum of thirty (30) calendar days, provided that she receives notice in writing, unless not possible to do so. Such leave will not be unreasonably denied. Such leave may be extended beyond thirty (30) days on written request, provided it does not unduly affect the operation of the Home.

20.02 Bereavement Leave

- a) In the event of the death of an employee's spouse/common law spouse (as per the Family Law Act), child or stepchild the Employer will grant a leave of absence of five (5) days with pay up to and including the second day after the funeral. Pay shall be at the employee's regular rate and only the scheduled time shall be paid for. Additional leave of absence without pay will be granted.
- b) When a death occurs in the immediate family the Employer will grant a leave of absence of three (3) days with pay up to and including the day of the funeral. Pay shall be at the employee's regular rate and only the scheduled time missed shall be paid for. It is agreed that the immediate family shall mean the employee's mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, same sex partner, legal guardian, step parents or ex-spouse

(who's children are under the age of eighteen (18) are involved).

- c) A leave of absence of one (1) day without loss of pay shall be granted in the event of the death of an aunt, uncle, niece, nephew or spouse's grandparents. Such leave shall be for the purpose of attending the funeral. Upon request, the employee will provide the Employer with proof of attendance at the funeral.
- d) Where an employee is unable, due to distance of travel, to attend the funeral of a member of her immediate family as defined in Article 20.02(b) above, she shall be entitled to leave for mourning on the day of the funeral without loss of pay.
- e) In the event of a spring interment an employee may provide written notice of her intent to save one of the days identified above without loss of pay to attend the interment.
- f) Additional leave of absence, without pay, may be granted for travel.
- g) Where an employee's scheduled vacation is interrupted due to the above, the proportion of the employee's vacation interrupted shall be deemed to be bereavement leave and the employee will be entitled to reschedule the vacation credits at another time.

20.03 Pregnancy and Parental Leave

- a) Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
- b) 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 delivery will occur.

- c) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- d) The employee shall give at least two (2) weeks written 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 four (4) 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 20.03 - Parental Leave.

Notwithstanding Article 20.03 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 pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

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

- e) An employee who does not apply for leave of absence under Article 20.03 (b) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 20.03 (b) 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.

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.

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

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

- g) 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 13.
- h) 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.
- i) Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave, as provided under Article 20.03(j) of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

j) Parental Leave

- i) 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 the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- ii) 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.
- iii) Parental leave must begin no later than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- iv) 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.
- v) For the purpose of parental leave under Article 20.03 (k) Parental Leave, the provisions under 20.03 (a), (f), (g), (h) and (i) shall also apply.

Jury and Witness Duty

- 20.04 a) 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:
- i) notifies the Nursing Home immediately on the employee's notification that she will be required to attend at court;
 - ii) presents proof of service requiring the employee's attendance;
 - iii) deposits with the Nursing Home the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt

thereof.

- b) In addition to the foregoing, where an employee 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 Manor, on the employee's regularly scheduled day off, the Manor will attempt to reschedule the employee's regular day off.

20.05

Workplace Safety Insurance Board

- a) Where an employee is absent due to illness or injury which is compensable by Workplace Safety Insurance Board the employee shall provide the Employer with a medical certificate which states;
 - i) injury sustained by the employee;
 - ii) restrictions which would apply to the employees immediate return to work;
 - iii) anticipated date of return to regular duties.
- b) In the case of absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the Job Posting Procedure (Article 14) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.
- c) The injured employee shall have a period of ~~two~~ (2) years from the date ~~of~~ the injury within which she shall preserve the seniority which she had accrued up to the time of the accident and within which she shall have the right to return to her regular posted job upon the recommendation of the Workplace Safety Insurance Board or the attending physician, provided the W.S.I.B. or physician certify that the employee has the physical capability to perform her normal job.
- d) If an employee returns to work within the two (2) year period mentioned in (d) above, she shall be returned, at the same salary level and without loss of seniority or benefits accrued to the date of injury.
- e) If, on the recommendation of the Workplace Safety Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the employ of the Employer, in a job which is covered by this Agreement, and the employee is capable of performing the work in question, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification provided that she satisfies Article 13.04 (f).

20.06 Educational Leave

A leave of absence, without pay, to take further education related to the employee's work with the Home may be granted upon written application by the employee to the immediate Supervisor providing such application is made at least one (1) week in advance of the posting of the time schedule. The Employer encourages employees to take further education related to the employee's work and may arrange the shifts of employees attending courses or seminars to permit such attendance.

- i) Employees may request reimbursement of the cost of the course subject to the following:
 - a) written application for reimbursement is made prior to the commencement of the course;
 - b) written approval for reimbursement is received from the Employer.
- ii) If prior approval of the Employer has been given, the Employer agrees to pay one hundred percent (100%) of the cost of the course after one (1) year subject to the following:
 - a) proof of successful completion;
 - b) the employee remains with the Employer for one (1) year after the course is completed;
 - c) payment to be received the first pay after one (1) year.

20.07 a) Union Leave

The Employer shall grant leaves of absence to not more than three (3) employees at any one time to attend Union conventions, seminars, education classes, or other Union business.

- i) In the event that the Union requests a leave of absence for one (1) employee for Union conventions, seminars, education classes or other Union business, such leave shall be for a maximum period of up to two (2) weeks.
- ii) The Union agrees that such leave will not unreasonably affect the proper operations of the Nursing Home.

In requesting such leave of absence, the Union will give twenty-one (21) days

clear notice to the Employer. Such request shall be acknowledged within one (1) week of its receipt.

b) Full Time Union Leave

Upon application by the Union, six (6) weeks in advance, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of up to 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.

20.08 Marriage Leave

An employee may be granted up to fourteen (14) calendar days of unpaid leave at the time of his/her marriage, providing all accrued Holiday and vacation days have been used up. Upon returning from such leave, reinstatement to the employee's former position and department is assured. An employee will give at least three (3) weeks notice. Such leave shall not be unreasonably denied.

20.09 Seniority and Benefits on Leave

a) Pregnancy and Parental Leave

During the period of pregnancy and parental leave, to a maximum of thirty-five (35) weeks, 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 if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required the employee shall make such payment to the Employer on or before the first day of each month for the duration of the leave.

b) Workers' Compensation

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

- i) For the first twelve (12) months, the Employer shall continue to pay his share of any and all health and welfare benefits from the month in which the absence commences if the employee elects to continue her share of

the premium.

- ii) Subsequent to the period referred to in (i) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.
- iii) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- iv) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement, but W.S.I.B. payments shall not be counted as wages earned.

c) Union Leave

- i) The Employer shall maintain regular wages and benefits of an employee absent on Union Leave as defined in Article 20.07 (a) and shall bill the Union for same.

- ii) Full Time Union Leave

Seniority and service shall accumulate during full time Union leave to a maximum provided, if any, under the provisions of 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 providing the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.

d) Sick Leave

The Employer agrees to maintain their shared cost of all Health and Welfare Benefits for sick leave for the first four (4) months, and a full-time employee shall continue to accumulate seniority for the first four (4) months while on sick leave.

- i) All leave of absence, unless otherwise specified, shall be without pay and without loss of or accrual of seniority.

- ii) Unless otherwise specified, the Employer shall pay his share of health and welfare benefits for the month in which the absence commences, following which, the employee will become responsible for full payment of employee benefits in which she is participating, for the period of the absence, providing the employee pays the total cost of the premium to the Employer by the first day of each month during the absence.
- e) An employee's failure to submit payment for benefits in accordance with the provisions of this Article shall result in the discontinuation of all benefits.

The Employer shall notify employees in writing of their responsibilities to make their share of benefit payments when they begin their leave.

ARTICLE 21 - PAID HOLIDAYS

21.01 a) The recognized holidays for this Agreement shall be:

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

- b) Employees shall be allowed two (2) additional days off, with pay, in accordance with Article 21.05 and 21.06 to be taken as a floating holiday, subject to the following:
 - i) The holiday will be taken at a time mutually agreed between the employee and her Supervisor. Employees will not request to take the holiday on a Saturday or Sunday or during the two (2) week period encompassing Christmas and New Years.
 - ii) An employee shall submit a written request for the holiday, to her Supervisor at least two (2) weeks prior to the posting of the schedule. Requests will be considered by seniority.
 - iii) If by December 1, an employee has not elected to take the holiday within the calendar year, she shall be paid for the holiday, the first pay period of December, in accordance with the provisions of Article 21.05 and 21.06.

21.02 When work is performed on a paid holiday, payment will be at time and one-half (1 1/2) in addition to the holiday pay.

If an employee so requests, and it is convenient and agreeable to the Department Head, they may be granted a day off in lieu of holiday pay at a mutually agreeable

time within the period of thirty (30) days after the holiday, provided:

- i) Requests are submitted in writing to the Department Manager prior to the posting of the schedule.
- ii) Requests are approved in writing.

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

21.04 If any of the above named holidays occurs on an employee's regular day off or during her vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, but the additional day shall not be added to the period of vacation of the employee unless with the consent of the head of the Department.

21.05 Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the ten (10) days mentioned in Article 21.06 or more multiplied by the employee's regular hourly rate of pay.

An employee who is absent on paid time during her scheduled work week because of sickness, Workers Compensation, bereavement, holidays, vacation, or Union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

21.06 a) In order to be entitled to a paid holiday with pay, the employee must have completed probation and work her last scheduled working day before the holiday and her first scheduled working day after the holiday and must have worked at least ten (10) days during the two (2) pay periods immediately preceding the holiday. A day for which Jury Duty pay or Bereavement Leave pay is due under this Agreement shall be deemed to be a day worked under Article 21.05 and 21.06.

b) if an employee meets the qualifications in 21.06 a), she is deemed to have qualified for pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to the holiday, on the holiday or following a holiday is due to illness as confirmed by a doctor's certificate, the employee will not be disqualified from receiving holiday pay.

21.07 a) During Christmas and New Year's, employees will be scheduled so that they will

only be required to work:

- i) Christmas Eve Day, Christmas Day, Boxing Day or
 - ii) Day before New Year's Day and New Year's Day.
- b) Preference as to which holiday is worked will be determined on a rotational basis within each department .(i.e. an employee who works Christmas one year will be eligible to have off the following year. Employees will be given the opportunity to express their preference for Christmas/New Years where there is opportunity to grant preference; this shall be done in accordance with seniority.)
- c) In the event that there is a sufficient number of employees in a given classification such that all employees are not required to work in accordance with (a), the most senior employees in that classification will have the option to be scheduled off for both Christmas and New Years.

Should an employee be scheduled off for both Christmas Eve Day and New Years Eve Day, it is understood that only one (1) shall be considered as the employee's additional holiday.

- d) In order to accommodate these scheduling provisions over the two week period encompassing Christmas and New Years, the parties agree that the normal scheduling provisions (master schedules) shall not apply.

ARTICLE 22 - VACATIONS

- 22.01 For the purpose of calculating eligibility, the vacation year will be the period from June 1st to May 31st of the following year.
- 22.02 Employees who have less than six (6) months' service will receive vacation pay in the amount of four percent (**4%**) of their total earnings accrued up to and including May 31st of any given year.
- 22.03 Employees who have less than one (1) year's service but more than six (6) months' service as of May 31st of any given year, will be granted one (1) week's vacation with pay at four percent (**4%**) of their total earnings inclusive of all overtime.
- 22.04 Employees with more than one (1) year of service but less than three (3) years' of service as of May 31st in any given year, will be granted two (2) weeks' vacation with pay at four percent (4%) of their total earnings inclusive of all overtime.
- 22.05 Employees with more than three (3) years' of service as of May 31st of any given year,

will be granted three (3) weeks' vacation with pay at six percent (6%) of their total earnings inclusive of all overtime.

- 22.06 Employees with more than eight (8) years' of service as of May 31st of any given year, will be granted four (4) weeks' vacation with pay at eight percent (8%) of their total earnings inclusive of all overtime.
- 22.07 Employees with more than fifteen (15) years' of service as of May 31st of any given year, will be granted five (5) weeks' vacation with ten percent (10%) of their total earnings inclusive of all overtime.
- 22.08 Effective January 1, 2007, employees with more than twenty-three (23) years of service as of May 31st of any given year will be granted six (6) weeks vacation with pay at twelve percent (12%) of their total earnings inclusive of all overtime.

SENIORITY	PAY ENTITLEMENT	TIME ENTITLEMENT
<6 MTHS	4%	NONE
>6 MTHS	4%	1 WEEK
>1 YEAR	4%	2 WEEKS
>3 YEARS	6%	3 WEEKS
>8 YEARS	8%	4 WEEKS
>15 YEARS	10%	5 WEEKS
>23 YEARS	12%	6 WEEKS

- 22.09 Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing except where the termination is a discharge for just cause.
- 22.10 All normal deductions made from an employee's pay will be made from the vacation pay. Vacation pay will be issued, by separate cheque, in accordance with the set vacation schedule but may be changed by the Employer if at least two (2) weeks' written notice is given to the pay office.
- 22.1 ■ Selection of vacations will be done by seniority, based on date of hire:
- During the months of July and August, and employee will only be granted 2 consecutive weeks of vacation. An employee wishing more than 2 weeks may apply for additional time when the vacation approval list is posted and there are additional weeks available, consideration for additional weeks shall be in accordance with seniority.
- 22.12 Vacation week is defined to mean an employee shall be scheduled off work for seven (7) continuous days beginning with the Monday of any given week.

- 22.13
- a) Vacation leave in accordance with employee entitlement shall be mandatory for all employees.
 - b) Employees who fail to submit their vacation requests in accordance with 22.11 (a) shall be assigned vacation leave at the discretion of the Employer.
 - c) An employee shall not be permitted to accumulate her vacation from one year to another.
 - d) Where an employee has been absent for a period of six months such an employee may request to take reduced vacation leave reflective of their accrued vacation leave.
- 22.14
- Effective with the 1997 vacation year, full time employees who normally work seventy-five (75) hours in each two (2) week period and who are currently entitled to three (3) weeks of vacation or more, have the option of taking one (1) week of their vacation in the form of individual days off subject to the following:
- i) The scheduling of such days off shall be at the discretion of the Employer and will not unduly effect the operation of the Home.
 - ii) It is understood that five (5) individual days off is equal to one (1) week of vacation as defined in Article 22.12.
 - iii) Pay for each individual day of vacation shall be prorated so that the total for the five (5) individual days will be the same as the amount the employee would have received for one (1) week of vacation taken in continuous days.
 - iv) Vacation pay cheques for individual days of vacation will not be issued separately.

ARTICLE 23 - HEALTH AND WELFARE

23.01 The Employer shall arrange the following insurance coverage as soon as it can be arranged for full time employees subject to the terms of the contract with the insurer. Benefits will be effective upon the employee's successful completion of her probationary period.

a) Weekly Indemnity

Employer pays 100% of the premium for a Weekly Indemnity plan to provide

benefits on a 1/4/17 basis at 66 2/3% of normal earnings. The Employer shall be entitled to the full UIC premium rebate. Weekly Indemnity payments shall begin on the first (1st) day of accident or hospitalization and the fourth (4th) day of sickness for a maximum period of 17 weeks.

Weekly Indemnity cheques shall be mailed directly to the employee from the Insurance Company.

b) Major Medical

Plan shall include medical card for out of Province and Country health coverage. Employer pays one hundred (100%) of the premium cost of the 5% co-insurance Plan.

Vision Care Rider of ninety dollars (\$90.00), family or single for every twenty-four (24) months.

Effective on ratification: \$120.00/ 24 months

Effective January 1, 2007: \$140.00/24 months

c) Life Insurance

\$20,000.00 - One hundred percent (100%) Employer paid.

d) Dental Plan #9

Premium payments to be based on fifty percent (50%) Employer paid and fifty percent (50%) employee paid with up-dating the current O.D.A. Schedule of Fees annually.

- e) On a maximum of two (2) occasions per calendar year, any employee who currently qualifies for the receipt of Weekly Indemnity Benefits, will be granted three (3) sick leave credits for the first illness, and one (1) sick leave credit for the second illness, to be utilized in conjunction with the W.I. Plan when benefit coverage is not effective until the fourth (4th) day of illness. Such credits shall be non-cumulative.

Sick Days

Sick leave means the period of time an employee is absent from work with or without full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the WSIB Act. Full-time employees are entitled to two (2) days sick leave per calendar year with pay. Sick leave is

non-cumulative.

f) Sick Leave Certificates

If the Employer requires an annual medical or sick leave certificate from an employee for any reason, the Employer shall pay the Doctor charges for such certificate and/or medical.

g) Where there is a dispute between the employee and the Insurance provider regarding the employee's entitlement to benefit coverage or payment, the Employer shall:

- i) Meet with the employee, with a Union steward if he/she desires, to review the issue and receive pertinent information about the dispute;
- ii) Investigate the matter with the Insurance provider in order to establish the facts related to the dispute;
- iii) Where the facts indicate the employee's entitlement to benefit coverage or that payment is justified, relative to the terms of the contract with the Insurance provider, the Employer shall advocate on the employee's behalf to ensure that the terms of the contract are properly applied;
- iv) Meet with the employee to review the outcome of the investigation and the rationale for the decision made.

h) 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, upon request with the terms of the contract of the insurer for the welfare benefits.

- i) The qualifying schedule of shifts for Weekly Indemnity shall include all shifts according to the posted schedule.

23.02 The Nursing Homes and Related Industries Pension Plan

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

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

- c) Each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four percent (**4%**) of applicable wages to the Nursing Homes and Related Industries Pension Plan (the "Plan"). The Employer shall match such contributions, the amount being four percent (**4%**) of applicable wages.
- d) 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.
- e) The Union acknowledges and agrees that other than making contributions to the Plan as set out in the Article, the Employer shall not be obligated to contribute towards the costs 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 then 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 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.

- f) The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required pursuant to the Pension Benefits Act, 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, annual records, or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

i) To be Provided Once Only at Plan Commencement

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

ii) To be Provided with each Remittance

Name
 Social Insurance Number
 Monthly Remittances
 Pensionable Earnings

iii) To be Provided Once, and if Status Changes

Address as provided to the Home
 Termination date when applicable

iv) To be Provided Once if they are Readily Available

Gender
 Marital Status

ARTICLE 24 - HEALTH AND SAFETY

- 24.01 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.
- 24.02 A joint management and employees' Health and Safety Committee shall be constituted with representation of at least half by employees from the various Bargaining Units and of employees who are not represented by the Union 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.
- 24.03 Two (2) Representatives of the joint Health and Safety Committee, one from management and one from the employees, on a rotating basis designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such Representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such Representatives must be notified of the inspection of a Department of Labour 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.
- 24.04 The joint Health and Safety Committee and the Representatives thereof, shall have reasonable access to the annual summary of data from the Workplace Safety Insurance Board relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workplace Safety Insurance Board may decide to disclose.
- 24.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices. It shall be the duty of each employee to identify health or safety hazards and to perform such tasks as may be assigned to correct same.

ARTICLE 25 - ALCOHOLISM AND DRUG ADDICTION

- 25.01 If either the Union or the Employer identifies an employee who has become addicted to alcohol or drugs, the parties agree to co-operate in assisting the employee to obtain

treatment and rehabilitation. Where appropriate, the Employer will grant an unpaid leave of absence of up to three (3) months for rehabilitation provided this shall be granted only once.

ARTICLE 26 - ACCESS TO FILES

26.01 Each employee shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of her Supervisor. Each employee shall be given a copy of her evaluation.

ARTICLE 27 - RENEWAL, AMENDMENT AND TERMINATION

27.01 This Agreement shall be effective from December 1, 2003, and shall continue in effect until April 30, 2007, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within the ninety (90) day period prior to the expiration date, that it desires to amend or terminate this Agreement.

27.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

27.03 If, pursuant to such negotiations, an agreement in the renewal or amendment of this Agreement shall automatically be extended until consummation of a new Agreement, or completion of proceedings prescribed under the Labour Relations Act, of the Province of Ontario, as amended, whichever should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized Representatives this 18 day of Dec, 2006.

RIVERVIEW MANOR (PETERBOROUGH)

April Dowdall
Ben Ash

SERVICE EMPLOYEES UNION, LOCAL 1.0N

[Signature]
Lana Lynn
Amber Mackay
[Signature]

**RIVERVIEW MANOR
SCHEDULE A
CLASSIFICATION AND WAGES**

			Start	1 Year	2 Year
RPN	Current		\$ 17.70	\$ 18.19	\$ 18.42
	Dec 1 '03 (PE)	\$ 0.10	17.80	18.29	18.52
	Dec '03	\$ 0.50	18.30	18.79	19.02
	Apr '04	\$ 0.25	18.55	19.04	19.27
	Dec 1 '04 (PE)	\$ 0.10	18.65	19.14	19.37
	Apr '05	\$ 0.50	19.15	19.64	19.87
	Oct '05	\$ 0.25	19.40	19.89	20.12
	Dec 1'05 (PE)	\$ 0.10	19.50	19.99	20.22
	Apr '06	\$ 0.62	20.12	20.61	20.84
	Apr '07	\$ 0.25	20.37	20.86	21.09
Nursing Aide	Current		\$ 14.90	\$ 15.12	\$ 15.90
	Dec 1 '03 (PE)	\$ 0.10	15.00	15.22	16.00
	Dec '03	\$ 0.50	15.50	15.72	16.50
	Dec 1 '04 (PE)	\$ 0.10	15.60	15.82	16.60
	Apr '05	\$ 0.25	15.85	16.07	16.85
	Oct '05	\$ 0.25	16.10	16.32	17.10
	Dec 1 '05 (PE)	\$ 0.10	16.20	16.42	17.20
	Apr '06	\$ 0.37	16.57	16.79	17.57
Health Care Aide	Current		\$ 15.10	\$ 15.32	\$ 16.10
	Dec 1 '03 (PE)	\$ 0.10	15.20	15.42	16.20
	Dec '03	\$ 0.50	15.70	15.92	16.70
	Dec 1 '04 (PE)	\$ 0.10	15.80	16.02	16.80
	Apr '05	\$ 0.25	16.05	16.27	17.05
	Oct '05	\$ 0.25	16.30	16.52	17.30
	Dec 01 '05(PE)	\$ 0.10	16.40	16.62	17.40
	Apr '06	\$ 0.37	16.77	16.99	17.77
Ldry, Hsk, Diet Aide Activity Aide	Current		\$ 14.78	\$ 15.05	\$ 15.82
	Dec 1 '03 (PE)	\$ 0.10	14.88	15.15	15.92
	Dec '03	\$ 0.50	15.38	15.65	16.42
	Dec 1 '04 (PE)	\$ 0.10	15.48	15.75	16.52
	Apr '05	\$ 0.25	15.73	16.00	16.77
	Oct '05	\$ 0.25	15.98	16.25	17.02
	Dec 1 '05 (PE)	\$ 0.10	16.08	16.35	17.12
	Apr '06	\$ 0.37	16.45	16.72	17.49

RIVERVIEW MANOR
SCHEDULE A
CLASSIFICATION AND WAGES

Cook			Start	■ Year	2 Year
	Current		\$ 15.47	\$ 15.76	\$ 16.39
	Dec 1 '03 (PE)	\$ 0.10	15.57	15.86	16.49
	Dee '03	\$ 0.50	16.07	16.36	16.99
	Dec 1 '04 (PE)	\$ 0.10	16.17	16.46	17.09
	Apr '05	\$ 0.25	16.42	16.71	17.34
	Oct '05	\$ 0.25	16.67	16.96	17.59
	Dec 1 '05 (PE)	\$ 0.10	16.77	17.06	17.69
	Apr '06	\$ 0.37	17.14	17.43	18.06

- 1) Probationary Rate: Twenty cents (\$.20) per hour less than start rate.
- 2) Pay Equity: The above Schedule "A" rates include the following pay equity adjustments:
 - a) January 1, 1997 – thirty-five cents (\$0.35) per hour
 - b) March 26, 1999 – forty-four and one half cents (\$0.445) per hour
 - c) December 1, 2000 – ten cents (\$0.10) per hour
 - d) December 1, 2001 – ten cents (\$0.10) per hour
 - e) December ■ 2002 – ten cents (\$0.10) per hour

Further pay equity adjustments will be as follows:

- a) December 1, 2003 – ten cents (\$0.10) per hour
- b) December 1, 2004 – ten cents (\$0.10) per hour
- c) December 1, 2005 – ten cents (\$0.10) per hour

*Pay increases effective the first full pay period of the month.

Note: It is understood that the increases are in addition to pay equity adjustments paid out and set out in Schedule A, subsection 2.

Retroactivity

The increases as set out herein shall be retroactive to the dates set out and paid on all hours paid to employees currently on the active payroll and those employees who terminated between December 1, 2003, and the date of the implementation of the new rates.

Retroactivity shall be paid within 70 days from the date the Employer receives an arbitration award or written notice of ratification from the Union.

If an employee shall have terminated her employment after December 1, 2003, and such employee had completed her probationary period, the Employer shall advise the employee of notice, in writing and by registered mail to the last known address on record of the Employer. Entitlement to retroactive wages is lost if not claimed within thirty (30) days of the date of the mailing of the notice by the Employer.

TERM: Expires April 30, 2007

NOTES:1. Health Care Aide Premium

Employees or RPN's working as Health Care Aides shall receive twenty cents (\$.20) per hour above their applicable classification rate providing such employees, other than RPN's, hold a Health Care Aide Certificate.

2. Employees who work as Activity Aides and who hold a Health Care Aide Certificate or a Recreation Certificate shall receive twenty cents (\$.20) per hour above their applicable classification rate.

3. Cooks Premium

A premium of twenty cents (\$.20) per hour worked will be paid to the employee on the 6 a.m. to 2 p.m. shift in the absence of the Food Services Supervisor i.e. weekends, Statutory Holidays and Food Services Supervisors vacations.

4. Retroactivity

Retroactivity will be paid for all hours paid by the Employer to all employees on the payroll as of December 1, 2003, and to all new employees hired since that date, on the basis of the agreed upon wage rates. If an employee shall have terminated her employment after December 1, 2003, and such employee had completed her probationary period, the Employer shall advise the employee of notice, in writing and by registered mail to the last known address on record of the Employer, and the employee shall have thirty (30) days from the posting within which to claim any payment.

5. In-service

The Employer will endeavour to arrange in-service meetings from working hours on subjects pertaining to an employee's duties and responsibilities. If the Employer is not able to schedule in-service meetings during an employee's working hours, each employee shall be given an allowance of five dollars (\$5.00) per in-service for such attendance.

6. The above rates shall apply to part-time employees except part-time employees shall progress on the wage grid according to hours of service based on the following formula; 1800 hours of work = 1 year of service.

SCHEDULE "B"

AGREEMENT BETWEEN:

RIVERVIEW MANOR (PETERBOROUGH)

- and -

SERVICE EMPLOYEES UNION, LOCAL 1.0N

PART TIME EMPLOYEES

EFFECTIVE: DECEMBER 1, 2003

EXPIRES: APRIL 30, 2007

The parties agree that the Collective Agreement between them respecting the Employer's full time Bargaining Unit effective December 1st, 2003, to April 30, 2007, shall apply to the part time Bargaining Unit defined herein, except as expressly provided hereunder.

PREAMBLE

WHEREAS the Union has been certified by the Ontario Labour Relations Board as the certified bargaining agent of the employees of the Employer in the Bargaining Unit described as follows: all employees of Riverview Manor working not more than twenty-four (24) hours per week save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff and students employed during the school vacation period.

ARTICLE 13 - SENIORITY

- 13.01 a) When referring to part time employees, seniority shall be based on hours of service. A revised copy of the part-time seniority list will be posted in accordance with Article 13.01 (b), (c), (d), of the full-time agreement.
- b) A part-time employee will be considered on probation for the first four hundred and twenty (420) hours of work and will have no seniority rights during that period. After four hundred and twenty (420) hours of work, her seniority shall be credited, with four hundred and twenty (420) hours. By mutual agreement between the Employer and the Union, the probationary period may be extended up to an additional four hundred and twenty (420) hours of employment for an employee performing modified duties outside of their regular duties. The discharge or discipline of a probationary employee shall not be the subject of a grievance.
- 13.05 Part time employees will acquire one (1) year's seniority when they have completed 1,800 hours of work with the Employer. All hours worked by a part time employee shall be calculated on the basis of 1,800 hours equals one (1) year's seniority.
- 13.06 Reference in the full time Collective Agreement to "years of seniority" which are not expressly amended to "hours of work" shall be deemed to mean hours of work on the basis of 1,800 hours of work equalling one (1) year.
- 13.07 In the event a part-time employee is appointed as a Union Steward, the regular scheduled hours that such employee is away from her job on Union business shall be added to her seniority.
- 13.08 For the purpose of accrual of seniority for part-time employees during their vacation weeks, such accrual shall be based on regular scheduled hours.

ARTICLE 14 - JOB POSTING

14.06 Providing the standards of 13.02 are met, part time employees making application will be considered for full time vacancies before the Employer seeks to hire from outside the Bargaining Unit.

ARTICLE 19 - HOURS OF WORK

- 19.03 Does not apply to the part time Bargaining Unit.
- 19.04
- a) The Employer will post schedules for part time employees two (2) weeks in advance. However, it is recognized by the parties that part timers are used to replace absent employees and to accommodate the needs of the nursing home, which needs are not all known in advance.
 - b) It is further agreed between the parties that part time employees may temporarily replace full time employees who are on maternity leave and in other cases up to a period of twelve (12) weeks without losing their status as part time employees. This period may be extended by mutual agreement of the parties.
- 19.05 Part time employees will not be scheduled to work more than three (3) consecutive weekends, unless mutually agreed to work more.
- 19.10 This Article of the full time Collective Agreement between the Employer and the Union shall, when applied to employees covered by Schedule "B", be subject to the following provisions:
- i) part time employees will be available to work up to twenty-four (24) hours per week, whether or not prescheduled;
 - ii) employees covered by Schedule "B" shall have the right to refuse any additional hours beyond twenty-four (24) hours per week without prejudice to their part time status providing the Employer is advised of such refusal within seven (7) days after the posting of the schedule.
- b) Employees covered by Schedule "B" shall be scheduled to work in accordance with the most recently posted seniority list.

ARTICLE 22 - VACATIONS

All of these Articles apply to the part time unit except where the reference in the full time Collective Agreement is made to "years of seniority", when applying this to the

part time employees "hours of work" shall be deemed to mean hours of work on the basis of 1,800 hours equalling one (1) year.

ARTICLE 23 - HEALTH AND WELFARE

The benefits provided under Article 23 of the full time Agreement are not applicable to part time employees with the exception of Article 23.03 (Pension Plan) which **will** apply to part time employees after they have completed nine hundred and seventy-five (975) hours.

Effective on the completion of probation, part time employees will be paid in lieu of benefits provided under Article 23 of the full time Agreement, fifty cents (\$.50) per hour worked. Payment of the fifty cents (\$.50) per hour worked shall be paid in every two (2) week period.

ARTICLE 27 - RENEWAL, AMENDMENT AND TERMINATION

27.01 This Agreement shall be effective from December 1st, 2003, and shall continue in effect until April 30, 2007, and shall continue automatically thereafter during annual periods of one ~~(1)~~ year each, unless either party notifies the other in writing, within the ninety (90) day period prior to the expiration date, that it desires to amend or terminate this Agreement.

27.02 In the event of such notification being given as to amendment of this Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification or a time mutually agreed to by the parties.

27.03 If, pursuant to such negotiations, an agreement in the renewal or amendment of this Agreement shall automatically be extended until consummation of a new Agreement, or completion of proceedings prescribed under the Labour Relations Act of the Province of Ontario, as amended, whichever should first occur.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized Representatives this 18 day of Dec, 2006.

RIVERVIEW MANOR (PETERBOROUGH)

April Dowdall
BR Ak

**SERVICE EMPLOYEES UNION,
LOCAL 1.0N**

[Signature]
Terri Jensen
Quinte Nickerson
Shaggy Gogrey

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW MANOR

AND

SERVICE EMPLOYEES UNION, LOCAL 1.0N

Re: OPPORTUNITIES TO INCREASE HOURS

The parties agree that in order to allow employees the opportunity to increase their regularly scheduled hours, the following shall apply;

- 1. Full-time employees shall have the first opportunity for any shift within their department before a part-time employee is eligible for such shift.
- 2. It is understood that this Agreement shall result in up to a maximum of two job postings for each vacancy.
- 3. It is understood that this agreement shall apply to permanent job vacancies only.
- 4. It is understood that consideration given to all applications under this Agreement will be in accordance with Article 13.02.
- 5. Both parties may agree to review and evaluate terms of this understanding in one (1) year.

SIGNED ON BEHALF of the parties this 18 day of Dec, 2006.

FOR THE EMPLOYER

April Dowdall
[Signature]

FOR THE UNION

[Signature]
Terri J. J...
Amber Nickson
[Signature]

LETTER OF UNDERSTANDING
BETWEEN
RIVERVIEW MANOR
AND
SERVICE EMPLOYEES UNION, LOCAL 1.0N
RE: VACATION LEAVE ENTITLEMENT

For the purposes of vacation pay Article 22 of the Collective Agreement will apply.

For the purposes of calculating the number of weeks of vacation leave to which an employee is entitled, the employee's last date of hire shall be used and seniority will be based on time employed at Riverview Manor.

Where employees carried seniority forward to Riverview Manor as previously agreed between the Employer and the Union, such seniority shall remain intact and all subsequent years of employment will be in addition to that seniority carried forward.

Accordingly two (2) separate seniority lists will be maintained:

- i) one (1) identifying seniority as outlined by the Collective Agreement.
- ii) one (1) identifying seniority to be used for vacation leave only.

It is agreed that this practice will start with the vacation year commencing June 1, 1995.

For example a part-time employee hired in 1985 who has accumulated 9000 hours of work. Such employee has:

- i) 9000 hours of seniority or five (5) year full-time equivalent seniority for all purposes outlined by the Collective Agreement except for vacation leave.
- ii) For the purposes of vacation leave such employee will have ten (10) years seniority as determined by the last date of hire.

Accordingly, the employee will be entitled to:

- i) three (3) weeks' vacation at six percent (6%).

ii) one (1) additional unpaid vacation **week**.

iii) The additional week in (2) will **be** taken at the option of the employee in accordance with the vacation schedule.

SIGNED AND DATED this 18 day of Dec, 2006.

FOR THE EMPLOYER

April Dowdall
J. B. Am.

FOR THE UNION

~~10/10/06~~
Jana Lynn
Amber Nielsen
Blasie Goffney

LETTER OF UNDERSTANDING
BETWEEN
RIVERVIEW MANOR
AND
SERVICE EMPLOYEES UNION, LOCAL 1.0N

RE: LAY-OFF AND BUMPING PROCEDURES

1. Employees shall be laid-off in reverse order of seniority within their classification providing the remaining employees have the skill, ability and qualifications necessary to perform the available work.
2. A full-time employee who is laid off from her classification.
 - i) shall bump the most junior full-time position in another classification provided:
 - a) she is more senior
 - b) she has the skill, ability and qualifications necessary to perform the work.
3. Where a full time employee does not have the seniority or skill, ability and qualifications to bump into a full time position, she shall bump a more junior part time employee in her classification, or if unable to based on seniority, shall bump a more junior part time employee in another classification provided she has the skill, ability and qualifications to perform the work.
4. In order to further define skill, ability and qualifications necessary to perform the available work, the following shall apply:
 - i) Where a **DA, LA, HA** has worked as a **NA** within six (6) months of the date of notification of lay-off and requires no orientation into that department that employee shall be deemed to have the skill, ability and qualifications necessary to perform the available work.
 - ii) Otherwise the following will determine the eligibility of employee to exercise their bumping rights
 - a) RPN's have the right to bump into all other classifications with the exception of Cook.

- b) HCA/NA have the right to bump into all other classifications with the exception of RPN and Cook.
- c) DA, HA, LA, Cooks have the right to bump into all other classifications with the exception of RPN, HCA/NA.

SIGNED AND DATED this 12 day of Dec., 2006.

FOR THE EMPLOYER

April Oswald
Jan. Ad.

FOR THE UNION

[Signature]
Tina Lynn
Anita Miskin
Shirley Gaffney

LETTER OF UNDERSTANDING
BETWEEN
RIVERVIEW MANOR
AND
SERVICE EMPLOYEES UNION, LOCAL 1.0N

Re: Meditrust R Plan

The Parties agree to encourage employees to participate in the Meditrust R Plan (the Plan) for the purchase of prescription medications. The benefits of utilizing this plan are as follows:

- i) Participation in the plan is voluntary.
- ii) Once employees sign-up for the plan they are not obligated to purchase every medication through this plan, they can use their local Pharmacy for prescriptions that require immediate starts.
- iii) Where an employee elects to purchase a prescription through the Plan, the Plan will:
 - a) Invoice the Insurance Company direct. Therefore the employee will not have to pay for the prescription and get reimbursed later.
 - b) The Plan will assume any deductible or co-insurance charge. The employee will not have to pay the deductible.
 - c) The Plan will deliver the prescription within twenty-four (24) hours by Courier where possible.
 - d) The Plan will charge the Insurance Company a "dispensing fee" of \$5.00.
 - e) The Plan guarantees the lowest priced common generic equivalent.

SIGNED AND DATED this 18 day of Dec, 2006.

FOR THE EMPLOYER

April Doudale
[Signature]

FOR THE UNION

[Signature]
Jenny Lynn
Quiter Mober
Maggie Gaffney

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW MANOR

AND

SERVICE EMPLOYEES UNION, LOCAL 1.0N

RE: UPGRADING OR ACQUIRING EDUCATIONAL QUALIFICATIONS

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

SIGNED AND DATED this _____ day of Dec, 2006.

FOR THE EMPLOYER

April Oursell

John Ah...

FOR THE UNION

[Signature]

Lina Luan
Amie Moks...
Shaggy Grey

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW MANOR

AND

SERVICE EMPLOYEES UNION, LOCAL 1.0N

RE: CREDIT CHECK LETTERS

Upon written request to the Administrator, and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employees will not make such requests more than three (3) times per year.

(Letterhead)

Date

To Whom it May Concern:

This letter will confirm (employee name) has been employed by (Employer name) since (date of hire). The current hourly rate for this position is \$ _____

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

Signed,
Administrator _____

Home _____

SIGNED AND DATED this 8 day of Dec, 2006.

FOR THE EMPLOYER

April Overdell
for AR.

FOR THE UNION

Teria Leman
Auntie Nickson
Shagun Goffey

LETTER OF UNDERSTANDING

BETWEEN

RIVERVIEW MANOR

AND

SERVICE EMPLOYEES UNION, LOCAL 1.0N

RE: EARLY AND SAFE RETURN TO WORK PROGRAM

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

The Employer will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work Program for work-related injuries.

SIGNED AND DATED this 18 day of Dec, 2006.

FOR THE EMPLOYER

Agnes O'Connell
K. A. A. H.

FOR THE UNION

John L.
Teria Lynn
Auntie Mackay
Maggie Giffney

66