



CANADA'S LARGEST HEALTHCARE UNION

Unit # 412/412A

COLLECTIVE AGREEMENT

Between

Idlewyld Manor

And

**Service Employees International Union
Local 1 Canada**

Effective: January 1, 2013

Expiry: December 31, 2014

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Unit No. 412/412A

COLLECTIVE AGREEMENT

BETWEEN

IDLEWYLD MANOR

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

C.L.C.

Effective: January 1, 2013

Expires: December 31, 2014

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THIS AGREEMENT entered into as of the 1st day of January, 2013.

B E T W E E N :

IDLEWYLD MANOR OF HAMILTON

(Hereinafter known as the "Home")

-and-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

(Hereinafter known as the "Union")

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Home and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees and to eliminate interruptions of work and interference with the operation of the Home's business.

ARTICLE 2 – RECOGNITION

- 2.01 The Home recognizes the Union as the sole bargaining agent for all employees of the Home at Hamilton, Ontario, save and except supervisors, foremen, persons above the rank of supervisor or foreman, **Registered Nurses** and office staff.

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

- 2.02 (a) The Home and the Union recognize and agree that the provisions of this Collective Agreement do not apply to part-time employees.
- (b) For the purposes of this Agreement, part-time employees means all employees who are regularly scheduled to work forty-five (45) hours or less in any fourteen (14) day period.

For the purposes of this Agreement unscheduled part-time employees mean all employees in the bargaining unit who are not regularly scheduled to work but who are called into work on an as-needed basis, or employees who work a regular schedule but do so for a specific period only. Unscheduled part-time employees are required to submit their availability.

An unscheduled part-time employee shall be covered by the provisions of this Agreement except as otherwise specified in this Agreement or in Appendix B as attached.

- 2.03 The Home and the Union Agree that only the provisions as found in Appendix "B" shall apply to such part-time employees.**
- 2.04 The Home acknowledges that no employee in the bargaining unit shall be laid off as a direct result of the contracting out of work normally scheduled to be performed by the employees in the bargaining unit.**
- 2.05 The terms "regular pay" and "straight pay" when used in this agreement, shall mean the amounts indicated in the wage classifications contained in Appendix "A".**
- 2.06 Except where otherwise specified in the agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.**
- 2.07 Whenever the female pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean the plural.**

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Home and the direction of the working force are fixed exclusively in the Home, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Home to:
 - (a) supervise, maintain order, discipline and efficiently; plan and control working operations and the scheduling of working hours;**
 - (b) hire, discharge, direct, classify, transfer, promote, demote, lay off and suspend, or otherwise discipline employees for just cause;**
 - (c) establish, alter and enforce rules and regulations to be observed by the employees;****

- (d) manage and operate the Home, in all respects in accordance with its obligations, which, without restricting the generality of the foregoing, includes but is not limited to:
 - (i) determining the nature and kind of business and location of premises, equipment and materials to be used, the control of materials and equipment, and the methods and techniques of work;
 - (ii) determining the content of jobs, the allocation and scheduling of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof;
 - (iii) introducing new and improved facilities and methods to improve the efficiency of the operation of the Home.

ARTICLE 4 – STRIKES OR LOCKOUTS

4.01 In view of the orderly procedure established by this 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 strikes, picketing, slow-down, or stoppage of work, either complete or partial, and to this end, the Union will take affirmative action to prevent an employee from engaging in such activity. The Home agrees that there will be no lockout.

ARTICLE 5 – UNION SECURITY

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership in the Union.

5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to a one time union dues administrative assessment for the newly hired employees and be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.

(b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.

- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

Change of address forms are to be provided by the Union, and the Home agrees to make the same available to employees where necessary.

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

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

- 5.03 (a) Deductions shall be made from each pay and forwarded to the Union Office on or before the fifteenth (15) day of the following month.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- 5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.
- 5.05 During the first thirty (30) days of employment, the Union Steward shall be provided with fifteen (15) minutes during the orientation period to interview new employees.

5.06 Employment of Disabled Workers

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

ARTICLE 6 – UNION REPRESENTATIVES AND COMMITTEES

- 6.01 The Home recognizes the right of the Union to appoint or otherwise select from among those employees who have completed one (1) year of employment, and who are covered by this Agreement, five (5) Stewards, one (1) of whom shall be the Chief Steward, whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.
- 6.02 The Home recognizes that the Union has the right to appoint or to otherwise select a negotiating committee consisting of four (4) Union Representatives. All members of the committee shall be regular employees of the Home who have completed at least one (1) year of employment with the Home.
- 6.03 The Union agrees to notify the Home of the names of the Stewards and members of the negotiating committee, immediately when such an employment or replacement is made.
- 6.04 a) The Home recognizes that the function of a Steward is to investigate grievances and to present grievances as provided for in this Agreement. The Union acknowledges and agrees that a Steward is employed to perform full-time work for the Home, and that he shall not leave his work during working hours, to perform his duties under the grievance procedure of this Agreement, without obtaining the permission of his supervisor, and which permission will not be unreasonably withheld. Providing the Steward's absence does not unreasonably interfere with the efficient operations of the Home, the Steward shall not suffer any loss of pay during working hours for time necessarily spent while processing grievances, under the grievance procedure, up to and including Step No. 2, but not arbitration.
- b) An employee and member of the negotiating committee (totalling no more than three (3)) shall be paid her regular rate of pay for all regularly scheduled working hours lost due to attending negotiating meetings with management, up to the time application is made for Conciliation Services and the services of the Conciliation Officer are used.
- 6.05 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 will be

made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this agreement. A representative attending such meeting shall be paid for wages lost from regularly scheduled hours.

A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed. Suitable subjects for discussion will include orientation, aggressive residents, workload issues and CMI/RAI MDS 2.0 (as amended) results for the facility.

6.06 No employee shall leave his/her work area without the permission of the Home to attend any union meeting on or off premises.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 (a) A grievance under this Agreement shall be defined as any difference or dispute between the Home and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that the Agreement has been violated.

b) All complaints and grievances shall be taken up in the manner outlined in Article 7.02.

7.02 Step 1

An employee having a grievance shall refer it to his supervisor within three (3) working days of the actual occurrence, leading to the grievance. The supervisor shall reply to the employee, giving the answer to the grievance within three (3) working days from the date of submission.

Step 2

If further action is then to be taken, the grievance shall be submitted in writing, to the Administrator, or her designate within five (5) working days of the receipt of the of the decision given at Step No. 1. A meeting with the grievor, her Union Steward the Supervisor and the Administrator and/or her designate will then be held.

It is understood that at such meeting, the Administrator or her designate may

have such counsel or other assistance as she may desire and, further, the employee shall have a Union Steward. A SEIU Union Representative may also be present at the request of either the grievor or the Home. The decision of the Administrator or her designate shall be given in writing, within five (5) working days following the meeting to the grievor and to the Union Union Steward or the SEIU Union Representative, if present, at the aforesaid meeting. The decision shall be provided either personally, by registered mail or by email.

Step 3

Should the Administrator or her designate fail to render a decision, as required in Step No. 2, or failing settlement of any grievance, the grievance may be referred to arbitration by either the Home or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step 2 is given, or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned, and the same grievance shall not be the subject matter of a further grievance.

- 7.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 7.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if she so requests, to the presence of the Union Steward or union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.

7.05 Discharge Grievance

In the event an employee who has successfully completed his probationary period is discharged from employment, such discharge may be taken up as a grievance. All such cases shall be taken up within three (3) days, and disposed of within seven (7) days, (or such longer period as may be mutually agreed upon), of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment, shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within three (3) days, after the employee is notified of his discharge, or within three (3) days after the employee ceases to work for the Home, whichever is the earlier. All steps of the grievance procedure prior to Step No. 2 may be omitted in such cases.

Such special grievances may be settled by confirming the Home's action in dismissing the employee, or by reinstating the employee with full compensation, partial compensation, or without compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or by the Board of Arbitration, as the case may be.

7.06 Home's Grievances

The Home may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union representative, providing it is presented within ten (10) working days after the circumstance giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Home in accordance with Step No. 3 of the grievance procedure.

7.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Home of this Agreement in writing at Step No. 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.

7.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees.

The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 8 - ARBITRATION

8.01

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

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

- b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairman.
- d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- f) All agreements reached under the grievances and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be

made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

- h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

8.02 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 receipt 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 and failing such agreement the regular arbitration procedure shall apply.

ARTICLE 9 – SENIORITY

- 9.01 Seniority will be on the basis of continuous service with the Home. Any employee will be considered on probation and shall have no recourse to the grievance procedure until he has worked for the Home for a total of forty-five (45) working days or three hundred and thirty-seven and one-half (337.5) working hours (which would include days not worked but paid for by the Home) unless upon the request of the Home and with the consent of the employee and the Union, the probationary period is extended by twenty (20) working days or one hundred fifty (150) hours.

The probationary period for students will remain at sixty-five (65) working days. Upon completion of the probationary period as prescribed in this sub-article, seniority shall then date to the date of hiring.

- 9.02 Any questions arising out of the application of paragraphs 9.01 or 9.03, may be the subject of a grievance and dealt with under the grievance procedure, including the arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of paragraphs 9.01 or 9.03 will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Home.

9.03 The term "student" when used in this Collective Agreement, shall mean those persons, who, during the course of their educational training, are employed by the Home for school vacation periods, and those persons who are defined as student and employed by the Home pursuant to appropriate Federal or Provincial legislation.

9.04 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause;
- (b) is absent from work without leave of absence being granted by, or an explanation being given satisfactory to the Home for an absence of two (2) working days;
- (c) fails to signify intention to return to work within three (3) days of the receipt of the notice of recall which shall be in writing addressed to the last known address according to the records of the Home and failure to return to work within a further five (5) days, an employee who so fails shall forfeit his or her claim to re-employment.
- (d) employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement, and shall be deemed to be terminated.
- (e) is absent from work for more than thirty-six(36) months by reason of layoff;
- (f) 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.
- (g) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future.

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

ARTICLE 10 – LAY-OFF AND RECALL

10.01 Except in cases of emergency, the Employer shall give each full-time employee in the bargaining unit who has acquired seniority and who is to be permanently laid-off for a period of more than twelve (12) consecutive weeks written notice of layoff, in accordance with the following schedule:

- (a) up to two years' seniority - one (1) calendar week;**
- (b) two (2) years' or more, but less than five (5) years' seniority - two (2) calendar weeks;**
- (c) five (5) years' or more, but less than ten (10) years' seniority - four (4) calendar weeks; and**
- (d) ten (10) years' or more seniority - eight (8) calendar weeks.**

10.02 Lay-Off Procedure

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

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in the classification where the straight time hourly rate at the level of

service corresponding to that of the laid-off employee is within 5% of the laid-off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (I) or (II) above shall be given in writing to the Administrator within one calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by the Employer to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by the Employer for a position, the Employer shall not act in an arbitrary manner.
- (b) An employee recalled to work in a different classification for which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within twelve (12) months of being recalled.
- (c) A new employee shall not be hired into a position until all laid off employees who have the ability and qualifications as required by the Employer to perform the work have been given an opportunity to perform the available work.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

The provision supersedes the job posting provision.

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

ARTICLE 11 – SENIORITY LISTS

11.01 The Home shall supply the Union and the Chief Steward with a set of seniority lists by department on March 15 and October 15 in each year, showing the employees' names alphabetically, sex, and their seniority starting dates. The Home will post the seniority lists provided to the Union under this provision in a conspicuous place in the Home.

11.02 In addition, the seniority list shall include:

- (a) The actual start date (anniversary date) for each employee, both full-time and part-time;
- (b) Total accumulated paid hours worked for part-time employees.

ARTICLE 12 – PROMOTIONS AND DEMOTIONS

12.01 If an employee is promoted or reclassified other than on a temporary basis, to a higher-rated job group, he/she shall receive not less than the rate that he was receiving at the time of the promotion, or the starting rate for the job into which he is being promoted, whichever is the higher, and shall be advanced through the rates for the job group as provided in Appendix "A".

12.02 If an employee is temporarily promoted or transferred to a higher-rated job classification for one or more complete shifts, she shall receive the next highest pay rate of the higher-rated classification to which she is promoted or transferred for all hours worked.

12.03 The Home agrees that in making promotions or filling vacancies governed by Article 13.01, the Home will consider the qualifications, experience, skill and ability of the individual to perform the work required.

in the event where two (2) or more employees exhibit relatively equal qualifications, experience, skill and ability to perform the work required as determined by the Home then seniority at the time of the job posting shall be the determining factor.

ARTICLE 13 – JOB POSTING

- 13.01 The Home agrees to post all permanent job vacancies as they occur on the employees' notice board. Such posting shall last seven (7) calendar days and the notice shall provide the qualifications, classifications, rate and department concerned.
- 13.02 Until such time as an appointment is made by the Home, the vacancy shall be temporarily filled at the Home's discretion, and no grievance may be filed concerning such temporary arrangements, until after a selection is made. The Home not need consider any employee who has not made a formal written application. The Home agrees to use its best efforts to make an appointment within fourteen (14) calendar days of the end of the posting period, and if a longer period of time is required, the Home shall advise the Union of the extended period required, and the reason for the same.
- 13.03 When an employee has successfully bid for a job promotion, no further bid may be made for a one year period, unless specifically permitted by the Home. It is agreed the one year period provided herein shall not apply in instances where an employee bids for a position having a greater number of regularly scheduled hours than the employee's current position.
- 13.04 (a) A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed ten (10) calendar weeks. Such temporary vacancies shall be posted and filled in accordance with the provisions of Article 13.05 herein. Upon the return to work of the temporarily absent employee, he/she shall have the right to return to his/her former position. In instances where a temporarily absent employee returns to work prior to the estimated date of his/her return, the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period.
- (b) Notwithstanding any other provisions of this Collective Agreement, in the event a temporary absence is expected to last ten (10) weeks or less, the provisions of Article 13.04 (a) shall not apply and the Employer shall be entitled to fill such temporary position or vacancy in the manner the Employer deems appropriate.

- (c) **Where there is a vacant temporary part-time position part-time employees and unscheduled part-time employees will be given first opportunity to fill the part-time temporary vacancies. Temporary, part-time vacancies will be filled in accordance with Article 13.01.**

13.05 When filling a vacancy pursuant to the provisions of Article 13.01, the provisions of Article 12.03 shall apply.

13.06 When a successful applicant moves to another classification, the move initially shall be for a trial period not to exceed sixty (60) days. In the event the employee's job performance proves unsatisfactory in the new position during the trial period, he/she shall be returned to his/her former classification without loss of seniority. Additionally, the employee, during the aforesaid period, may request to be returned to his/her former classification without loss of seniority. In any instance where such an employee is returned to a former classification, any employees who were promoted or hired as a result of this employee's move shall be returned to his/her former classification or shall be laid off, as the case may be.

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.

It is understood that a move to another classification means those classifications as outlined in Appendix A.

ARTICLE 14 – BULLETIN BOARDS

14.01 The Home agrees to supply and make available to the Union for the posting of seniority lists and union notices, one (1) bulletin board in a staff area. It is agreed that no notices will be posted on the bulletin board without prior approval by the Administrator of the Home.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 The Administrator (or designate) may grant or refuse a written request for a leave of absence without pay, for legitimate personal reasons, made to the Department Head. Such leave will not be unreasonably withheld.

Where an employee can reasonably do so, she shall make any such requests for leave at least 30 calendar days prior to the requested commencement

date of the leave, and if unable to do so, then with as much notice as she can reasonably provide in the circumstance. Provided the employee gives at least 14 calendar days' notice of the request, the Home shall respond to the request within 7 calendar days thereafter.

The Home will comply with its obligations under the Employment Standards Act, as amended, in respect of any defined leaves or new leaves to the extent such leaves are not otherwise governed by the Collective Agreement.

15.02 Leave for Union Business

Leave of absence, without pay and without loss of seniority, may be granted upon delivery of one (1) week's written notice to the Home by such employees elected or appointed by the Union, to represent the Union at Union functions, provided that such leave of absence shall not involve more than two (2) employees in any calendar year, and provided that such leave of absence shall not exceed a period of thirty (30) days cumulative. It is understood that such leave will only be granted when it can be arranged without undue inconvenience to the normal operations of the Home.

While on unpaid union leave of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension), and within thirty (30) days of billing the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable) payable by the Employer under the Collective Agreement.

15.03 Pregnancy and Parental Leave

Pregnancy and parental leave, without pay, will be granted in accordance with the provisions of the Employment Standards Act. The major provisions of the Act providing for pregnancy and parental leave are summarized below. In the event of any conflict between the following summary and the actual provisions of the Employment Standards Act, the latter shall prevail.

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

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified

medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under Article 15.11, Parental Leave.

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

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The Employee will endeavour to provide a copy of the Employment Insurance cheque pay stub within two (2) weeks of receipt of the Employee's EI benefit.

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

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

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

Parental Leave

- (a) An employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into the custody, care and control of the employee shall be entitled to take parental leave. For the purposes of Article 15.03 only, "parent" includes the natural mother or father of the child, a person with whom a child is put for adoption and a person who is in a relationship of some permanence and who intends to treat the child as his or her own.
- (b) For employees on pregnancy leave, parental leave must begin immediately after pregnancy leave expires. Otherwise, parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent.
- (c) An employee shall be required to give the Home at least two (2) weeks advance notice, in writing, of the date the parental leave is to begin. In special circumstances where it is impossible to give such written advance notice because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee shall provide the Home with written notice that he or she wishes to take parental leave within two (2) weeks after he or she stops working.
- (d) Parental leave ends thirty-five (35) weeks (thirty-seven (37) weeks if pregnancy leave not used) after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
- (e) The employee shall provide the employer with at least four (4) weeks written notice if he/she does not intend to return to work.

(1) Benefits and Seniority During Pregnancy Leave or Parental Leave

(a) During pregnancy leave or parental leave, the employee automatically shall continue to participate in those health and welfare benefit plans described in Article 31 for which one hundred percent (100%) of the premium is paid by the Home. As for the health and welfare benefit plans described in Article 31 for which a portion of the premium is paid by the employee, the employee is entitled to continue to participate in such plans during pregnancy and parental leave provided he or she continues to pay his or her share of the premium during such leave.

(b) Seniority continues to accrue during pregnancy leave or parental leave.

(2) Reinstatement Following Pregnancy Leave or Parental Leave.

(a) Upon the return to work of an employee following pregnancy leave or parental leave, the Home shall reinstate the employee in his or her former position, if it still exists, or to a comparable position, if it does not. All employees who fill temporary vacancies as a result of the absences arising from pregnancy or parental leave shall likewise be returned to their former positions.

(b) If the Home's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Home shall reinstate the employee, when the operations resume, in accordance with the seniority provisions of this Collective Agreement. Effective for employees going on pregnancy leave after December 31, 2007 the Home agrees to implement a SUB payment for pregnancy leave only, such benefit to last for a maximum of 17 weeks. The top up will not exceed 75% of the employee's regular monthly earnings.

15.04 Bereavement Leave

a) In the event of the death of the employee's family, (family to be limited to mother, father, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, grandchild, legal guardian, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild and step-parents), the employee shall be granted up to three (3) consecutive calendar days off, from the date of death. The employee shall be paid for shifts in those three (3) days, which he/she was scheduled to work. In cases where the burial occurs outside the province, a fourth consecutive day's leave of absence may be granted to an employee, without loss of pay,

provided the employee attends the funeral.

- b) In the event of the death of the employee's current spouse (spouse to include same sex partner) son, daughter, the employee shall be granted up to five (5) consecutive calendar days off from the date of death. The employee shall be paid for shifts in those five (5) days which he/she was scheduled to work. In cases where burial occurs outside the Province, one additional consecutive day's leave of absence may be granted to an employee, without loss of pay, provided the employee attends the funeral.
- c) In the event of the death of the employee's aunt or uncle, the employee shall be granted one (1) day's leave of absence without loss of pay, provided the employee attends the funeral.

15.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a part, 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 Home, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

15.06 Leave of Absence Rules

- 1 Where any leave of absence without pay exceeds four (4) or more consecutive weeks;
 - a. Credits for seniority and salary increases will not accumulate during the leave;
 - b. Subject to Article 15.01 herein, the Home will make no payments towards O.H.I.P. or any other plan in effect during the leave.

- c. The employee may, however, continue her coverage in the plan by contributing the cost of the premium to the Home who will make the payment to the carrier.
2. The Employer agrees to continue paying its share of premiums pursuant to the provisions of Article 31.01 herein during an employee's absence from work occasioned by injuries sustained during the course of his/her employment at Idlewyld Manor for which the employee receives Workers' Compensation benefits, pregnancy leave, parental leave and sick leave, the latter for a maximum of sixty (60) consecutive working days during approved sick leave absences.
 3. An employee who has been granted a leave of absence of any kind, and who fails to return within two (2) business days of the expiry of a leave, unless she obtains permission from the Administrator of the Home or her designate or provides an explanation satisfactory to the Home for the failure to return, shall be considered to have lost all seniority and will be deemed terminated. The employee will be provided with written notice of the loss of seniority and deemed termination.

ARTICLE 16 – PAID HOLIDAYS

16.01 The following days shall be recognized as paid holidays:

- | | |
|----------------|-------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Easter Monday | Boxing Day |
| Victoria Day | The employee's birthday |
| Canada Day | Civic Holiday |

16.02 In order to qualify for payment for the above-mentioned holidays, under the provisions of 16.03, an employee must work his scheduled full working day immediately prior to and following the holiday, provided that if an employee's absence on the full working day immediately prior to and/or following the holiday is due to illness, as confirmed by a medical doctor's certificate satisfactory to the Home within five (5) business days of the illness, the employee shall be deemed to have worked the day immediately prior to and the day immediately following the holiday. Holiday pay to which the employee is entitled will be included with the employee's regular pay on the earliest possible pay date in accordance with the Home's payroll processing. The entitlement of probationary employees to statutory holidays will be in accordance with the provisions of the Employment Standards Act.

- 16.03** An employee who is required to work on any of the above-mentioned holidays, will receive pay at the rate of time and one-half the employee's regular rate for work performed on such holiday, and in addition shall receive, at the option of the employee, either:
- i.** the employee's regular pay for hours worked that day; or
 - ii.** time off in lieu at the employee's regular rate, which time off shall be taken only within sixty (60) calendar days following such statutory holiday at a time mutually agreed by the employee and the Home. In the event the parties are unable to come to mutual agreement with respect to the time for taking such lieu day, then the employee shall receive statutory holiday pay for such holiday in accordance with the provisions of Article 16.03 (I).
- 16.04** An employee who is absent on any of the above-named holidays, after being required to work, forfeits all pay for that day unless absence is due to illness, verified by a doctor's certificate, in which case the employee will receive straight time for such holiday, subject to paragraph 16.03.
- 16.05** For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday and end at 10:59 p.m. on the holiday.
- 16.06** Employees will work either Christmas Day or New Year's Day, depending on operational needs. Employees will be given their choice of either having Christmas Day off, or New Year's Day off, or working all days for which they would be normally scheduled, but for this Article, such choice to be allotted in accordance with seniority.
- 16.07** In regards to the paid holiday for the employee's birthday, it shall be taken on the employee's birthday, unless four (4) weeks in advance of an alternate day to be chosen by the employee, written notice is given to the Home, of a date which falls within a time frame which would encompass two (2) weeks prior to the birth date, or two (2) weeks after the birth date.
- 16.08** In the event a statutory holiday falls on an employee's non-working day or during the employee's vacation period, the employee will be entitled to a day off in respect of such statutory holiday, with pay at his regular rate, which holiday day shall be taken at a mutually agreeable time only within thirty (30) calendar days following the vacation period. If a mutually agreeable time cannot be arranged within thirty (30) calendar days, the employee will receive holiday pay for such holiday in accordance with the provision of Article 16.03.

If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of

the designated holidays in the Collective Agreement so that there will be no more than twelve (12) paid holidays during the term of this Agreement.

ARTICLE 17 – VACATION WITH PAY

17.01 Each regular, full-time employee covered by this Agreement shall receive vacation with pay on the basis of service to the date of May 31st as follows:

- (a) Less than one (1) year - four per cent (4%) of the employee's applicable wages for the period worked;**
- (b) One (1) year and over - ten (10) days off with pay for those days in the amount of four per cent (4%) of his applicable wages for the preceding year.**
- (c) Three years and over - fifteen (15) working days off with pay for those days in the amount of six per cent (6%) of his applicable wages for the preceding year.**
- (d) Effective in 1988 - eight (8) years and over - twenty (20) working days off with pay for those days in the amount of eight percent of his applicable wages for the preceding year.**
- (e) Fifteen years and over - twenty-five (25) working days off with pay in the amount of ten per cent (10%) of his applicable wages for the preceding year.**
- (f) Twenty-one (21) years and over - thirty (30) working days off with pay in the amount of twelve per cent (12%) of his applicable wages for the preceding year.**
- (g) Effective in 2009 – Twenty-eight (28) years and over - thirty-five (35) working days off with pay in the amount of fourteen percent (14%) of his applicable wages for the preceding year.**

17.02 The definition "applicable wages" for purposes of vacation calculation shall be the basic straight time wages for all hours worked, and straight time holiday pay, vacation pay and Employer paid sick days. All other payments of any nature are hereby excluded.

17.03 Employees shall be entitled to take vacation throughout the year, other than between December 15 and January 15. Employees shall not be entitled to accumulate vacation entitlement from year to year. The Home agrees that a vacation request forms will be available to each employee.

Vacation request forms submitted by February 1st of each year to the Employer will consider the request(s) in order of the employee's seniority. A date stamped receipt/copy of the request will be provided to the employee as a record of each request. The Employer agrees that on or about the 28th day of February a tentative vacation schedule shall be posted to which changes may be requested by employees up to the 31st day of March. Thereafter, the vacation schedule will be permanent, and no changes shall be made to the schedule, except through mutual consent of the employee and the Home. Employees may exchange vacation time with fellow employees, provided such exchanges do not affect the efficient operation of the Home and are done with the prior consent of the Home. The final right to determine vacation time is vested in the Home to ensure the efficient operation of the same.

- 17.04 (a) It is understood and agreed that employees may, as provided in Article 17.03, request vacation time between December 15th and January 15th. Such vacation requests will be granted as operationally feasible at the discretion of the Home to the two (2) most senior PSW/HCAs and two most senior employees in the Housekeeping/Laundry and Dietary classifications, and the most senior employee in the Maintenance department and the most senior RPN, subject to the condition that no employee shall be entitled to a vacation period between December 15th and January 15th if that employee has previously had a vacation period between these dates in the four (4) years preceding the year in which the vacation is requested.**
- (b) Vacation time and leaves of absences will be limited to two (2) week periods between July 1st and August 31st. However it is understood and agreed that employees may request additional vacation time or a leave of absence between July 1st and August 31st. Such vacation or leave will be allocated by seniority if operationally feasible at the sole discretion of the Home.**
- 17.05 On termination, an employee will be paid any accrued but unused vacation pay up to the date of termination.**
- 17.06 Where an employee, while on vacation, requires hospitalization, there shall be no deduction from vacation credit for such period of hospitalization. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period, or be reinstated for use at a later date.**
- 17.07 Subject to Articles 17.03 and 17.04, employees are entitled to take vacation time and vacation pay on or after June 1 in any year based on their entitlement accrued during the twelve (12) month period ending on the immediately preceding May 31**

and calculated in accordance with Article 17.01. Additionally, subject to Articles 17.03 and 17.04, during the period from January 1 to May 31, an employee shall be entitled to take, in advance, vacation time and vacation pay accrued during the period commencing from the immediately preceding June 1 up to the end of the last complete quarter, which vacation time and vacation pay shall be calculated on the basis of the employee's service as at the previous May 31 in accordance with Article 17.01. Quarters shall be deemed to end on August 31, November 30, February 28 (or 29) and May 31.

17.08 It is understood that employee's requests for one week or more will take priority over an employee's request for single day or days of vacation less than a one (1) week vacation block.

ARTICLE 18 – HOURS OF WORK

18.01 It is mutually understood that the statement of the regular hours of work herein is not a guarantee that work will be provided, nor that the hours of work will not be changed as found necessary or desirable by the Home in the interest of efficiency or economy.

18.02 (a) The regular working day for employees, excluding maintenance, shall consist of seven and one-half (7-1/2) hours, exclusive of a lunch period, which except under emergency conditions, shall be a single, unpaid period of one-half (½) hour, for each such day.

(b) Effective June 29, 2009, any new employee in the maintenance department will work a regular work week, over a two week period, consisting of an average of seventy-five (75) hours bi-weekly. Those hired in maintenance before June 29, 2009 will work a regular work week of eighty (80) hours.

18.03 It is understood that the maintenance employees are on 24 hour call, seven (7) days per week.

18.04 The regular work week for employees over a two week cycle shall consist of an average of seventy-five (75) hours bi-weekly within an average of five (5) working days per week, which will be based on a bi-weekly payroll period.

18.05 Employees will be allowed fifteen (15) minutes relief, in each half-shift, without reduction in pay and without increasing the regular working hours.

18.06 The Home agrees to post work schedules, covering a two-week period, such

schedule to be posted at least two (2) weeks in advance. Any employee requests for specific days off must be submitted to the appropriate department head, at least one (1) week in advance of such posting.

18.07 All employees who work on an assigned day off, as per assigned schedule, at the Home's request, will be paid overtime at the rate of time and one-half for all hours worked. Employees who are scheduled to work less than seventy-five and one-half (75 ½) hours in a two (2) week period will not qualify for overtime on an assigned day off until they have completed seventy-five and one-half (75 ½) hours of work in the scheduled two (2) week period.

18.08 Attendance at In Service Meetings will be paid time when the Employer makes attendance compulsory.

18.09 If an employee becomes ill during her shift and is unable to complete her shift, she will be paid for half a day if the illness occurs within the first four (4) hours and for the whole day if the illness occurs thereafter. If an employee, during her shift, suffers an injury for which she subsequently qualifies for Workers' Compensation, she will be paid for her wages for the full shift on the date the injury occurs.

18.10 There shall be no split shifts.

18.11 A Full-time position shall not be reduced to two (2) or more Part-Time positions without advising the Union.

ARTICLE 19 – OVERTIME

19.01 Authorized work performed in excess of the regularly scheduled work hours on a daily or bi-weekly basis, as set out in Article 18, will be counted as overtime work and will be paid for at the rate of time and one-half (1 ½) the employee's regular rate of pay. No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours on a daily basis as a result of exchange of shifts for reasons of personal convenience.

19.02 Employees engaged in the maintenance department who work overtime may, in lieu of payment, take time off equivalent to their overtime pay by mutual arrangement with the Home.

ARTICLE 20 – MINIMUM REPORTING ALLOWANCE

20.01 If an employee reports for work at the regularly scheduled time for his or her shift, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Home to the contrary either orally

or by notice on the bulletin board or by message left at the employee's residence; provided that, if requested by the Home, the employee shall perform a minimum of four (4) hours of such available work as the Home may assign; provided further that this section shall not apply in case of any labour dispute or emergency such as fire or power shortage which prevent the operation of the Home, nor shall it apply to employees returning to work without notice after absence.

20.02 When an employee is called into work within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of receiving the call, he will be paid from the starting time of the shift.

ARTICLE 21 – CALL BACK PAY

21.01 When employees are called back to work upon completion of their shift and after punching out and leaving the building, such employees will receive a minimum of four (4) hours pay at straight time rates or actual hours worked at time and one-half (1 ½) his regular rate of pay, whichever is greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

ARTICLE 22 – PAY DAY

22.01 The Home agrees that wages shall be paid bi-weekly by direct deposit to the employee's bank account. The day of deposit shall be Thursday except when interfered with by the occurrence of a paid holiday, in which case the day of deposit may be delayed by one (1) day.

22.02 Any error which may occur whereby an employee is underpaid by four (4) hours or more will be corrected by separate cheque to the employee if the employee requests. Otherwise, the error will be corrected in the next regular pay cheque.

Errors of less than four hours will not be corrected by separate cheque, but will be corrected in the next regular pay date.

22.03 Any errors which may occur whereby an employee is overpaid by two-hundred dollars (\$200.00) or more will be corrected (recovered) through payment to the Home by the employee, if the Home requests. Otherwise, any over payments will be recovered through deduction(s) from the employee's subsequent pay(s).

ARTICLE 23 – PYRAMIDING

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

ARTICLE 24 – COST OF PRINTING

24.01 The Home and the Union agree to share equally in the cost of printing the Collective Agreement.

ARTICLE 25 – LUNCH OR MEAL PERIODS

25.01 Lunch or meal periods are to be allowed, to be one-half (½) hour in duration and will be uninterrupted, except in the case of emergency.

ARTICLE 26 – UNIFORM ALLOWANCE

26.01 (a) The Home agrees to pay a uniform allowance of ten dollars (\$10.00) per month, to be paid in lump sums twice yearly in the pay periods ending closest to October 1 and March 31.

(b) The Home agrees to pay the cost of safety shoes, to a maximum of sixty dollars (\$60.00) per year, for an employee required by the Home to wear safety shoes. In order to receive payment hereunder, the employee must first present a receipt for his or her purchase of such shoes. The amount to be paid by the Home to the employee shall be equal to the amount paid by the employee for the shoes or sixty dollars (\$60.00), whichever is the lesser.

ARTICLE 27 – SHIFT PREMIUM

27.01 Employees required to rotate over two (2) shifts shall receive a shift premium in the amount of fifteen cents (\$0.15) per hour for each hour worked on the afternoon shift and twenty cents (\$0.20) per hour for each hour worked on the night shift. Employees required to rotate over three (3) shifts shall receive a shift premium of thirty-five cents (\$0.35) per hour for each hour worked during afternoon or night shift. Shift premiums will not be paid for any hour in which an employee receives overtime payment. It is agreed that for the purposes of this Article, shift premium shall apply only to the 3:00 p.m. to 11:00 p.m. afternoon shift and the 11:00 p.m. to 7:00 a.m. night shift.

27.02 A weekend premium of fifteen (\$0.15) cents per hour worked will be payable between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday.

(a) It is agreed that employees on staff at date of ratification (June 29, 2009) who are in positions being paid shift premium not contemplated or required by existing contract language will continue to be paid as at present until they leave that position for whatever reason.

(b) It is agreed that employees hired after the date of ratification (June 29, 2009), employees on staff at date of ratification who post into a position identified in paragraph 1 and employees on staff who relieve in a position identified in paragraph 1 will be paid according to existing contract language effective from the date of ratification.

ARTICLE 28 – PAGER PREMIUM

28.01 The Home agrees to pay a premium of four (4) dollars to maintenance staff for each day they are required to wear a pager outside of their scheduled working

ARTICLE 29 – ORIENTATION PAY

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

ARTICLE 30 – SICK LEAVE

30.01 Employees absent due to illness for a period of time in excess of forty-eight (48) hours shall provide on the third day of illness a medical certificate or doctor's opinion stating approximately how long they will require to remain on sick leave, or if unable to do so, must report daily by telephone by 3:00 p.m. to the department head, notifying the Home of their intention with regards to hours scheduled for the following day.

ARTICLE 31 – HEALTH AND WELFARE INSURANCE BENEFITS

31.01 The Home agrees to pay the indicated percentage of the following plans for regular employees (excluding probationary employees), who qualify under the terms of the plan and who subscribe to the said plans through payroll deductions:

- (a) an amount up to one hundred percent (100%) of the basic family premium to offset the cost of O.H.I.P. coverage for those employees who apply for the same;

- (b) **Health Benefit Plan**

The home agrees to arrange for, implement and supervise this Health Care Plan. The Home will contribute an amount equal to one hundred percent (100%) of the premium for each employee who indicates their desire to be covered by this plan. It is understood that this plan will cover only those employees who are not presently benefiting from similar insurance. The Home and the Union agree that this sub-paragraph is subject to the availability of the plan and the insurer's undertaking to insure.

- (c) **Life and Disability Insurance**

The Home agrees to pay one hundred percent (100%) of the premium to insure all employees sixty-four (64) years of age and under, for an amount equal to one (1) time's the employee's salary. This benefit will not be less than \$20,000.00. Effective January 1, 2010 - this benefit shall not be less than \$30,000.

- (d) Life Insurance, 1-1-4, twenty-six (26) week duration.

The Home agrees to pay one hundred percent (100%) of the premium for such disability insurance.

- (e) **Dental**

The Home agrees to pay seventy-five percent (75%) of the premium for dental coverage equivalent to Great West Life Plan, providing 100% reimbursement for each employee. Effective January 1 2010, the ODA fee guide will be based on a one year lag.

(f) Sick Leave

Employees shall receive a sick leave credit not to exceed ten (10) days for the one (1) year period January 1 to December 31 inclusive. An employee shall be entitled to use such sick leave credit during that period to cover absences from work arising from sickness for which no other benefits are available under the Collective Agreement. In such cases, the employee shall receive his/her regular rate of pay for such sick leave credits used. (No accumulation of sick leave credits will be permitted beyond December 31 of any year). As of Jan. 1/99 there will be no cash payment for unused sick time.

Employees hired after January 1 of any given year shall receive the appropriate pro-rated portion of the sick leave days upon completion of probation with the stated conditions being applicable.

(g) Vision Care

The Home agrees to pay one-hundred percent (100%) of the premium for family coverage of vision care (prescription eye glasses only) which provides reimbursement of \$160.00 per immediate family member (i.e. spouse, dependant child), for each discrete 24 month period commencing April 1, 1993. It is understood that only one payment of \$160.00 per individual (employee, spouse, dependant child) is permitted during each such 24 month period.

(h) It is agreed that the Employer can change the carrier of any plan provided there is no reduction in benefits and provided that the Employer gives the Union not less than thirty (30) days notice of such change.

31.02 The Union agrees to indemnify and hold the Home harmless from any and all liability and/or damage arising through the Home's administering any and all of the plans as set out in Article 35, which liability and/or damage arises through an employee's or the Union's failure to provide the Home with relevant information that may affect the risk or insurability of the employee.

31.03 Hearing Aides

The Home will provide a \$300.00 hearing aide benefit (lifetime) one hundred percent (100%) paid by the Home.

ARTICLE 32 – WAGES

32.01 Wages shall be paid according to the Schedule in Appendix "A" attached to and forming part of this contract.

32.02 The Home and the Union agree that students, including co-operative education students, when hired, pursuant to appropriate Provincial and/or Federal legislation and/or programme requirements, shall be paid in compliance with the program requirements, and not pursuant to Appendix "A".

ARTICLE 33 – PENSION PLAN

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

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

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

i) the straight time component of hours worked on a holiday;

ii) holiday pay, for the hours not worked; and

iii) vacation pay.

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

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

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to Five Percent (5%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being Five Percent (5%) of applicable wages.

*** Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount. The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.**

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

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

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

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P5, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.**

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

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

Any additional information requests beyond that noted above may be

provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan. For further specificity, the items required for each eligible employee by article .05 of the agreement are:

i) To be Provided Once Only at Plan Commencement

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

ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

iii) To be Provided Once, and if Status Changes

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

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

Gender
Marital Status.

ARTICLE 34 – RETROACTIVITY

34.01 Retroactive pay will be paid by the Employer for all hours paid to all employees on the payroll as of January 1, 2011 and to all new employees hired since that date, within three full pay periods (six weeks) following date of ratification or release of the award.

Retroactive pay shall be by separate deposit or cheque.

34.02 If an employee shall have terminated her or his employment since the expiry date of the Agreement, the Employer shall advise the employee by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the time of mailing, within to claim any payment due to him/her. Calculation of retroactive pay shall be based on all hours paid by the Employer.

ARTICLE 35 – EDUCATION

35.01 Where an employee is required by the Home to take a course to upgrade or acquire new employment qualifications for his/her current position, the Employer, upon the employee's successful completion of such course, shall:

- (i) Reimburse the employee for the cost of tuition for the course; and
- (ii) Pay the employee for his/her time actually spent in attendance at scheduled classes, which payment shall be at the employee's regular hourly rate as described in Article 32.01 as it existed at the time of his or her attendance at the course.

ARTICLE 36 – RECORDS OF DISCIPLINE

36.01 Records of disciplinary action will be removed from an employees personnel record after a period of eighteen (18) consecutive months of employment during which the employee has not received any further disciplinary warning or notation.

ARTICLE 37 – HEALTH AND SAFETY

37.01 The Home and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

37.02 A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Home or other persons respecting the identification of hazards and standards. The committee shall normally meet every three (3) months or more frequently if the committee decides.

37.03 Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Home at his/her regular rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee Members. Minutes of the meetings shall be posted on the workplace Health and Safety bulletin board.

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

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

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

37.05 The parties further agree that suitable subjects for discussion at the Joint Labour Management Committee will include aggressive residents.

The Home will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- a) Designing safe procedures for employees.
- b) Providing training appropriate to these policies.
- c) Reporting all incidents of workplace violence.

ARTICLE 38 – NO DISCRIMINATION

38.01 It is agreed that there will be no discrimination by either party or by any employees covered by this Agreement on the basis of race, creed, colour, national origin, sex, sexual orientation, marital status, family status, age, handicap, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 39 – NEW CLASSIFICATION

- 39.01** When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the Home to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that the notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board or Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regard to the requirements of such classification.
- 39.02** When the Home makes a substantial change during the term of the Agreement in the job content an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- 39.03** If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.
- 39.04** The parties further agree that any changes mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 40 – REGISTERED PRACTICAL NURSE (RPNs)

- 40.01** A Registered Practice Nurse who holds a Temporary Class Certificate of Registration must obtain her General Class Certificate of Registration prior to expiry of her Temporary Class Certificate of Registration.
- 40.02** A Registered Practical Nurse is required to provide to the Home confirmation of a renewed Certificate of Registration on or before February 15th of each year. Such time will be extended for reasons where the College of Nurses of

Ontario permits the Registered Practical Nurse's Certificate of Registration to remain in effect.

40.03 A Registered Practical Nurse is solely responsible for the costs associated with obtaining and renewing her Certificate of Registration, and any associated costs imposed by the College of Nurses.

ARTICLE 41 – RENEWAL, AMENDMENT AND TERMINATION

- 41.01 This Agreement shall be effective from the 1st day of January 2013 and shall continue in effect unless amended by mutual consent until the 31st day of December 2014, and shall continue automatically thereafter, during the annual periods of one (1) year each, unless either party notifies the other in writing ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.**
- 41.02 In the event of such notification being given as to the amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) day following such notification.**
- 41.03 If, pursuant to such negotiations, an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation prescribed under The Labour Relations Act, 1990 of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1990, as amended, whichever should first occur.**

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives effective as of the 1st day of January, 2013.

SIGNED at Hamilton this 31 day of October, 2014.

FOR IDLEWYLD MANOR
[Signature]
Abbott
[Signature]

FOR SEIU LOCAL 1 CANADA
[Signature]
[Signature]

**APPENDIX "A"
WAGE SCHEDULE**

	January 1 2013	January 1 2014
RPN		
Start	24.59	24.99
Year 1	24.91	25.31
Year 2	25.20	25.60
HCA		
Start	19.76	20.07
Year 1	20.06	20.38
Year 2	20.37	20.70
RECREATIONIST		
Start	19.79	20.11
Year 1	20.07	20.39
Year 2	20.37	20.70
HOUSEKEEPING/LAUNDRY		
Start	19.40	19.71
Year 1	19.70	20.01
Year 2	19.99	20.31
COOK		
Start	20.83	21.18
Year 1	21.13	21.48
Year 2	21.44	21.78
DIETARY AIDE		
Start	19.42	19.73
Year 1	19.71	20.02
Year 2	19.99	20.31
MAINTENANCE		
Start	19.75	20.07
Year 1	20.05	20.37
Year 2	20.35	20.67
GENERAL SERVICE WORKER		
Start	19.40	19.71
Year 1	19.70	20.01
Year 2	19.99	20.31

APPENDIX "B"
PART-TIME AND UNSCHEDULED PART-TIME EMPLOYEES

ARTICLE 1 - INCORPORATION

- 1.01 The Home and the Union agree that all provisions of the Collective Agreement to which this Appendix is attached shall be incorporated into the Appendix and be applicable to part-time employees as hereinafter defined, unless such provisions are specifically excluded in their application to part-time and unscheduled part-time employees.

ARTICLE 2 - DEFINITION

- 2.01 For the purposes of this Agreement, part-time employees are deemed to be those employees who are regularly scheduled to work forty-five (45) hours or less, in any fourteen (14) day period, or are not regularly scheduled to work but are called in from time to time by the Employer to work as the need for their services arises, except Maintenance, due to the fact that he is working eight (8) hours per day, the hours shall be forty-eight (48) hours or less in any fourteen (14) day period.
- 2.02 For the purposes of this Agreement an unscheduled part-time employee is an employee in the bargaining unit who is not regularly scheduled to work but who is called into work on an as-needed basis. Unscheduled part-time employees are required to submit their availability.

ARTICLE 3 - EXCLUSION

- 3.01 The Home and the Union agree that the following articles of the Collective Agreement shall not apply to part-time or unscheduled part-time employees:

Article 6.01, 6.02, 6.03, 15.04, 15.05, 15.06.1, 15.06.2, 20.01, 16.01, 16.02, 16.03, 16.04, 16.05, 16.06, 16.07, 16.08, 17.01, 17.02, 17.03, 17.04, 17.05, 17.06, 17.07, 17.08, 18.02, 18.03, 18.04, 18.05, 18.06, 18.10, 26.01, 27.01, 31.01, 31.02, 31.03.

It is agreed that Articles 15.04 will be applicable to part-time employees who have a regular schedule. Shifts added to the regular schedule, for whatever reasons will not be considered as part of the regular "schedule".

ARTICLE 4 - PROBATIONARY PERIOD AND SENIORITY

- 4.01 Upon the successful completion of the probationary period as defined in Article 10.01 of the main agreement, a part-time or unscheduled part-time employee's seniority shall date back to the date of hire, and will continue to accumulate on an hourly basis for the hours worked.

ARTICLE 5 - STYLE OF TRANSFER

- 5.01 When a full-time employee's status is changed to that of a part-time or unscheduled part-time employee, she shall retain her corporate seniority and her classification seniority. Upon entering into a part-time or unscheduled part-time status, she shall suffer no loss of wage rate (unless such change in status arises from a voluntary request by the said employee, in which circumstances, she will obtain the wage rate of the classification she chooses, in her new part-time or unscheduled part-time status), and will then progress in seniority and wage rate increase, in the same manner as other part-time or unscheduled part-time employees, covered by this Appendix.
- 5.02 When a part-time or unscheduled part-time employee's status is changed to that of a full-time employee, covered by the Collective Agreement, she shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status, she shall suffer no loss of basic wage rate, but shall forfeit the in lieu benefits paid to part-time and unscheduled part-time employees, and then will progress in seniority and wage rate increase, in the same manner as other full-time employees covered by the Collective Agreement.

For calculation of seniority, one (1) year shall equal 1725 hours. It is understood and agreed that this calculation is for this Article only and will not be used for any other purpose in the Agreement.

ARTICLE 6 - BENEFITS

- 6.01 The Home agrees to pay in addition to the wages set out in Appendix "A" hereof, an amount equal to twelve percent (12%) of the employee's gross earnings per annum in lieu of benefits, to be paid every pay period.

If the employee is enrolled in the pension plan, the twelve percent (12%) will be reduced to seven percent (7%).

ARTICLE 7 - STATUTORY HOLIDAYS

- 7.01 The Home agrees that the following holidays will be treated as Statutory Holidays for the purposes of part-time and unscheduled part-time employees:

New Year's Day
Victoria Day
Labour Day
Boxing Day

Good Friday
Canada Day
Thanksgiving Day
Family Day

Easter Monday
Civic Holiday
Christmas Day

7.02 A part-time employee and unscheduled part-time employee will receive compensation for the above statutory holidays at the rate set out in the Employment Standards Act for the Province of Ontario, and will only receive such compensation on the above dates if she meets the qualifications as set out in the statute.

ARTICLE 8 - VACATIONS

8.01 Part-time or unscheduled part-time employees who are in the employ of the Home on the 31st day of May in any year shall receive vacation pay calculated as a percentage of applicable wages using the same percentages based on years of service as in Article 17.01 of the Full-Time Collective Agreement. For the purpose of such calculation, each one thousand nine hundred and fifty (1,950) hours worked by a part-time employee, calculated as at May 31st of each year shall be deemed to be equivalent to one year of service.

8.02 An amount for vacation pay will be included in each pay cheque, with the amount shown separately on the Employee's cheque stub. Such amount shall be calculated as a percentage of the employee's applicable wages received each pay. For the purposes of Article 8.01 and 8.02 of Appendix "B", applicable wages shall be defined as the employee's basic straight time wages for all hours worked. All other payments of any nature are hereby excluded.

LETTER OF UNDERSTANDING #3

Between: Idlewild Manor

and

Service Employees International Union Local 1 CANADA

RE: Disability Insurance

- a) The Employer agrees to use its best efforts to expedite administration of employee claims for disability coverage under the STD plan;
- b) The Employer agrees to provide education to employees regarding procedures for submitting STD claims;
- c) The Employer agrees it will make reasonable efforts to assist an employee in his/her dealings with the insurer, if required.

Signed in Hamilton, this 31 day of October, 2014.

FOR THE EMPLOYER

[Signature]
Abbott
[Signature]

FOR THE UNION

[Signature]
[Signature]



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A handwritten mark, possibly a signature or initials, consisting of a stylized 'S' or 'D' shape with a vertical line extending downwards from the right side.