

**COLLECTIVE AGREEMENT**

**Between:**

**FRANKLIN GARDENS LONG TERM CARE HOME**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL ■ CANADA**

**EXPIRY DATE: SEPTEMBER 15<sup>th</sup>, 201 ■**

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011

BETWEEN:

**FRANKLIN GARDENS LONG TERM CARE HOME**  
*(hereinafter referred to as the "Employer")*

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA**  
*(hereinafter referred to as the "Union")*

WHEREAS the Union was certified by the Ontario Labour Relations Board on December 15, 1975 as the bargaining agent of all employees of the Leamington Nursing Home located at 24 Franklin Road, Leamington, Ontario, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foreman, activities director, those above the rank of supervisor or foreman, office staff, persons regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation period.

- and -

WHEREAS the Union was certified by the Ontario Labour Relations Board on April 15, 1977 as the bargaining agent of all employees of Christian Care Centres of Leamington Ltd. operating, Leamington Nursing Home in Leamington regularly employed for not more than twenty-four (24) hours per week, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, activities director, office staff, persons covered by subsisting collective agreements and students employed during the school vacation period.

## **ARTICLE I - PURPOSE**

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

## **ARTICLE 2 - RECOGNITION & DEFINITIONS**

2.01 The term "employee" when used in this agreement shall mean a person employed by the Employer within the bargaining units as described in the preamble to this agreement.

- 2.02 The term "probationary employee" when used in this agreement shall mean an employee who has not completed her probationary period as per Article 9 hereof.
- 2.03 The term "part time employee" when used in this Agreement shall mean an employee regularly scheduled to work for not more than forty-five (45) hours in a two (2) week period.
- 2.04 The term "full time employee" when used in this Agreement shall mean an employee regularly scheduled to work for more than forty-five (45) hours in a two (2) week period.
- 2.05 The Employer recognizes the Union as sole collective bargaining agent for all its employees at the Leamington Nursing Home at Leamington, save and except professional nursing staff, physiotherapists, occupational therapists, supervisors, foreman, activities director, office staff, and students employed during the school vacation period.
- 2.06 The Union is hereby established as the sole collective bargaining agent for the employees within the bargaining unit, and the Employer undertakes that he will 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.

### **ARTICLE 3 - UNION SECURITY AND CHECK-OFF**

- 3.01 All employees who are in the employ of the Employer as defined in Article 2, shall, as a condition of employment, be subject to regular monthly Union Dues.
- 3.02 The Employer agrees to deduct Union Dues, on a monthly basis, for all employees referred to in Article 3.01. The dues will be deducted from the first pay each calendar month and will be remitted by the Employer to the Union not later than the twentieth (20th) day of the same month. Employees will be subject to a one-time union dues administrative assessment for newly hired employees. Dues deductions shall go into effect on the first regular deduction date in the month following the employee's month of hire. The Employer shall, when remitting such dues, supply the Union with a list of names of the employees from whose pay such deductions have been made. The Employer shall also send to the Union each month with the dues remittance, a list of employees from whom dues have not been deducted and the reason for the deductions not having been made.

Union dues are not deducted from any SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

Further, when part time dues are remitted to the Union, a list of the number of hours worked by each part time employee during the month for which dues are being remitted shall also be included.

- 3.03 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 3.04 The Employer agrees that a Union Representative shall be given the opportunity of interviewing each new employee during their orientation period for the purpose of ascertaining if the employee wishes to become a Union Member, provided such interviews can be arranged without interfering with the efficient operation of the Home. The Employer will advise the Union monthly of the names of those employees who are to be interviewed. Such interviews shall not exceed twenty (20) minutes per person.
- 3.05 The Union shall not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the management of Franklin Gardens Long Term Care Home.
- 3.06 Union Dues - year-to-date amount will be printed on the T4 slips.
- 3.07 The Union agrees that, during the term of this Agreement, it will not cause or direct any strike and the Employer agrees that it will not cause or direct any lockout of its employees. The words "strike" and "lockout" shall be defined as set out in the *Ontario Labour Relations Act*, as amended from time to time.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Subject to the provisions of this agreement, the Union recognizes that it is the exclusive function of the management of Franklin Gardens Long Term Care Home to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off, suspend and otherwise discipline employees for cause, provided that a claim of discriminatory or unjust classification, promotion, demotion or transfer or a claim that the employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
  - (c) establish and generally enforce rules and regulations to be observed by employees;
  - (d) generally to manage and operate the Nursing Home, in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, the equipment to be used provided such is safe to operate, all other matters concerning the Nursing Home's operations not otherwise specifically dealt with elsewhere in this agreement.

## **ARTICLE 5 - STEWARDS AND NEGOTIATING COMMITTEE**

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of three (3) employees and Union representatives. Each such employee shall have a minimum of six (6) months seniority. The Employer will recognize and meet with said committee to negotiate those matters which properly arise for its consideration.
- 5.02 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) Stewards to assist the employees on all shifts in presenting their grievances to the Employer. The Union agrees that there must be a minimum of one (1) Steward appointed or otherwise selected on the day shift at all times. The Chief Steward shall be assigned duties on the day shift.
- 5.03 The Union acknowledges that Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. In accordance with this understanding such employees shall not suffer loss of pay while negotiating the agreement or while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours.
- 5.04 The Union Committee shall have access to the boardroom or an alternate private room, on all shifts, if available. The Committee will have the use of a portable telephone, fax machine and photocopying machine while performing any duties as described in Articles 5.02 and 5.03. Any telephone, fax or photocopying costs incurred by the Union over and above the normal usage, will be at the Union's expense. The Employer will supply a two (2) drawer locked filing cabinet which will be placed in the staff room.
- 5.05 The Union will inform the Employer in writing of the names of Stewards and Chief Steward.
- 5.06 On the request of either party, the negotiating committee and members of management shall meet at least once every two months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

The parties agree to prepare an agenda one week prior to the scheduled meeting.

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

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

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

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

#### 5.08 Return to Work

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

### **ARTICLE 6 – DISCRIMINATION AND HARASSMENT**

- 6.01 No Discrimination - In accordance with the *Ontario Human Rights Code*, the Employer and the Union agree that there shall be no discrimination exercised or practised with respect to any employee by reason of race, creed, colour, age, sex, sexual orientation, marital status, family status, ethnic origin, ancestry, place of origin, citizenship, record of offences for which a pardon has not been granted, handicap or by reason of Union membership or activity. It is agreed that the prohibited grounds of discrimination shall be as defined by the *Ontario Human Rights Code* and that the Code shall apply to the terms of this Collective Agreement.

- 6.02 The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agree that the Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.
- 6.03 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment. The Employer and the Union will not tolerate any form of harassment based upon a prohibited ground as defined by the Human Rights Code.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of or any conduct that does not undermine the dignity of the individual on a prohibited ground. Neither is it meant to inhibit free speech or interfere with normal social relations. Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. A representative of the Employer and the Union will conduct a joint investigation of the written complaint and provide all affected parties with an opportunity to provide information. The results of the investigation will be communicated to the bargaining unit member who made the complaint and the person alleged to have engaged in harassment.

If the complaint alleges harassment by a supervisor, the Employer will conduct the investigation and the Union Representative will only be present when members of the bargaining unit are being interviewed.

The Union and the Employer understand the importance of confidentiality in the investigation of allegations of harassment and agree to maintain confidentially subject to the need to gather all relevant information or requirements by law.

The Union and the Employer also understand the importance of conducting an investigation in a timely manner and will make all reasonable attempts to initiate and conclude an investigation within a reasonable time period.

The process established to investigate complaints of harassment does not prevent the complainant from filing a grievance or complain under the Human Rights Code or Labour Relations Act.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **7.01 Complaints and Grievances**

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



- (b) All complaints and grievances shall be taken up in the following manner:

Step Number 1

An employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the employee, giving the answer to the complaint or question within four (4) working days from date of submission.

Step Number 2

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

Step Number 3

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

- 7.02 Any of the time allowances above may be extended by mutual agreement of the parties.
- 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 to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a

Union Steward is entirely unavailable the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.

7.05 Discharge Grievance

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

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

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

7.06 Employer's Grievances

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

7.07 Union Policy Grievance

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

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 Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### 7.09 Grievance Process

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

#### 7.10 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days

thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chair of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chair within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair of the Board of Arbitration.

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

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

Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

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

#### **ARTICLE a - PROBATIONARY PERIOD AND SENIORITY**

- 8.01 A new employee shall be known as a probationary employee until he has worked sixty (60) 'working days. Upon completion of probationary period seniority shall accumulate from last date of hire.
- 8.02 The lay-off, suspension or termination of an employee during the employee's probationary period shall be at the sole and absolute discretion of the Employer and shall not be a dispute subject to the grievance and arbitration procedure unless the employee has been terminated contrary to the provisions of the *Ontario Human Rights Code*. The parties agree that this constitutes a lesser standard of just cause.
- 8.03 (a) (i) The Employer shall supply the Union Office and the Chief Steward with a set of full time seniority lists by departments, in January and July of each year, showing employee's names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward.
- (ii) Such lists shall be the basis of determination of seniority for the purposes of this Agreement except it is understood and agreed to by the parties that the seniority of applicants for a job posting will be recalculated, for this purpose only, up to and including the date of the job posting.
- (b) (i) The Employer shall supply the Union Office and the Chief Steward with a set of part time seniority lists by departments, in January and July of each year, showing employee's names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward.

- (ii) Such lists shall be the basis of determination of seniority for the purposes of this Agreement except it is understood and agreed to by the parties that the seniority of applicants for a job posting will be recalculated, for this purpose only, up to and including the date of the job posting.

8.04 A form for information such as Social Insurance Number, Address Change, Name Change, etc. will be supplied by the Union to the Nursing Home. The Nursing Home will arrange to gather the information and forward the form to the Union Office.

8.05 (a) In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employees seniority list and will be added to the full time employees' seniority list. Such employee shall be credited with all accrued seniority to the date of her becoming a full time employee in accordance with the following formula:

Number of year to date hourly Units each unit of 75 hours will equal 2 calendar weeks of full time seniority.

Such employee will be given a seniority date on the full time employees' seniority list, which will reflect the amount of his full time seniority determined in accordance with the foregoing formula.

(b) Where a part time employee transfers to full time, all benefits (i.e. sick leave, health and welfare, etc), which are applicable to full time but not part time employees, shall commence on the completion of one (1) calendar month of full time service.

(c) For all purposes other than Article 16, seniority for part-time employees will be based on hours paid.

In the event that a full-time employee becomes a part-time employee, the employee's name will be removed from the full-time seniority list and will be added to the part-time employees' seniority list. Such employee will be credited with seniority on the basis of 1950 hours per year for every year of full-time employment with the Franklin Gardens Long Term Care Home.

8.06 Where two (2) or more employees have the same seniority, seniority shall be determined by a lottery.

8.07 Effect of Absence

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

(a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved

absence paid by the Home, both seniority and service will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended.

- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any-other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a prorata basis and the employee's anniversary-date adjusted accordingly, In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) Benefits - WSIB or Paid Leave - The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

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

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

## **ARTICLE 9 - LAYOFF AND RECALL**

9.01 Seniority rights and the employment of an employee shall terminate only in the following circumstances:

- (a) if an employee voluntarily resigns or retires;
- (b) if an employee is discharged and not reinstated through the grievance or arbitration procedures set forth in this agreement;
- (c) if an employee is laid off in excess of thirty-six (36) months;
- (d) if an employee is absent due to illness for a period in excess of thirty-six (36) months.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*;

- (e) if after a layoff, the employee fails to report to work within seven (7) calendar days after being notified to do so by the Employer, by Registered

Mail, addressed to their current mailing address, unless the employee is unable to do so by reason of illness or other reasonable cause. It shall be the responsibility of the employee to keep the Employer informed of their current mailing address;

- (9) absence from work without leave of absence being granted, or a satisfactory explanation offered for an absence of two (2) consecutive working days.

## 9.02 Layoff

- (a) The Employer agrees to give as much advance notice of layoffs and recalls as reasonably possible. In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) weeks' notice. During the eight (8) week notice period, the Employer, if requested, will meet with the Union Negotiating Committee to discuss possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to provide notice to the affected employee as follows:

- if her service is greater than 9 years – 9 weeks notice
- if her service is greater than 10 years – 10 weeks notice
- if her service is greater than 11 years – 11 weeks notice
- if her service is greater than 12 years – 12 weeks notice

- (b) The following procedure shall apply in the event of a layoff:
- i) The classification in which the layoff is to occur will be identified;
  - ii) Probationary and temporary employees who are employed within such classifications will be laid off first;
  - iii) Part time employees who are employed within such classifications will be laid off second in reverse order of their seniority;
  - iv) Full-time employees within such classifications shall then be laid off in the reverse order of their seniority;
  - v) Full-time employees may be laid off prior to part-time employees in a classification provided the total ratio of part-time to full-time employees across all classifications within the establishment does not increase.
- (c) A part-time employee, with seniority, who is subject to a layoff shall have the right to either;
- i) accept the layoff; or
  - ii) displace a part-time employee who has less bargaining unit seniority in the same classification or in another classification on



the employee's preferred shift or another shift.

The decision of an employee to choose either (i) or (ii) above, shall be given in writing to the Administrator within two (2) calendar days from the notification of layoff. Employees failing to do so shall be deemed to have accepted the layoff.

- (d) A full-time employee with seniority who is subject to a layoff shall have the right to either:
  - i) accept the layoff; or
  - ii) displace an employee who has less bargaining unit seniority in the same classification or in another classification on the employee's preferred shift or another shift.

The decision of an employee to choose either (i) or (ii) above, shall be given, in writing, to the Administrator within two (2) calendar days from the notification of layoff. Employees failing to do so shall be deemed to have accepted the lay off.

- (e) A full-time seniority employee may displace a part-time employee on the same basis as provided in Article 9.02 (d). If the employee affected is a part-time employee she/he shall have the right to displace a less senior part-time employee in the same or in another classification on the employee's preferred shift or another shift.

- (9) In all cases, the displacing employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.

- (g) Benefits on Layoff

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

- (h) In the event that a lay off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay off commenced.

- (i) An employee hired prior to April 1, 1997, who has prior work experience at the Nursing Home as a Nurses Aide or Health Care Aide, will be deemed to have the qualifications and ability referred to in Article 9.02 (9) and Article 9.04 (b). However, the employee is subject to the orientation period identified in Article 9.02 (9) or the trial period as outlined in Article 9.04 (d), respectively and the employee must be able to perform the work

at the completion of the orientation or trial period, whichever is applicable. This agreement only applies to the employee's ability to post or bump into a Nurses Aide, Health Care Aide position or Personal Support Worker.

An employee hired prior to April 1, 1997, who does not have prior work experience at the Nursing Home as a Nurses Aide or Health Care Aide, will be deemed to have the qualifications and ability referred to in Article 9.02 (9). However, the employee is subject to the orientation period identified in Article 9.02 (9) and must be able to perform the work at the completion of orientation. This agreement only applies to the employee's ability to post or bump into a Nurses Aide, Health Care Aide position or Personal Support Worker.

### 9.03 Recall Rights

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

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

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

shall not be required to accept such recall and may instead remain on lay-Off.

- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

#### 9.04 Notices

- (a) Any notice pertinent to the employment of any employee under this Agreement may be given personally in writing or by telegraph or by prepaid registered mail addressed to the employee at his last address shown on the records of the Employer. A copy of such notices shall also be mailed to the Union office on the same day.
- (b) All employees will provide the Employer with personnel information on request, including a current home address and current home phone number.

It is the responsibility of the employee to inform the Employer as soon as possible of any changes respecting personnel information.

#### 9.05 Job Postings

- (a) The Employer shall post notice of all new jobs, classifications or vacancies in the Bargaining Unit on the Bulletin Board for a period of five (5) days, exclusive of Saturday, Sunday and Statutory Holidays. Any subsequent posting shall remain posted for a period of three (3) days.
- (b) The Employer shall first consider all applications received from Bargaining Unit employees. In determining whether an applicant is qualified to perform the job, the Employer shall consider the applicant's skill and ability. If skill and ability are relatively equal among the applicants, seniority shall then be the governing factor. Where there is no applicant or successful applicant for the posted position, the position may be filled at the discretion of the Employer.
- (c) The Employer is free to fill a vacancy as it sees fit during the posting period, and up to the time an appointment is made and no grievance may be filed concerning such temporary arrangements. Further, if a vacancy is posted during the prime time vacation period, the Employer may fill the vacancy as it sees fit, based upon staffing and scheduling needs, for a period of up to four (4) weeks following the appointment of the successful candidate and no grievance may be filed concerning such temporary arrangements.

- (d) The successful applicant for the posted position shall be on a trial period for three (3) months, during which time either the Employer or the employee may request that the employee return to his or her original position. The parties acknowledge that the employee's return to his or her original position will be implemented based upon staffing and operational requirements within a reasonable period of time. The Parties also acknowledge that if the date of the appointment occurs during the prime time vacation period, there may be a delay in returning the employee to his or her original position up to the remainder of the trial period.
- (e) If a full time employee is off work for more than four (4) weeks for any absence, the full time job will be posted on a temporary basis. Temporary job postings shall be open to both full and part time employees.

If a part time employee works in a temporary full-time position for twelve (12) months, she will be entitled to full-time benefits pursuant to Article 16 and 18 of the Collective Agreement during the thirteenth (13<sup>th</sup>) month for as long as she remains in a full-time position and any accrued sick leave credits will be frozen on her return to her former position. If a full time employee works in a temporary part-time position for twelve (12) months, she will no longer be entitled to full-time benefits pursuant to Articles 16 and 18 of the Collective Agreement commencing the thirteenth (13<sup>th</sup>) month for as long as she remains in a part-time position.

If a part-time employee works in a temporary full-time position for twelve (12) months, she will be entitled to the monthly uniform allowance provided to a full-time employee during the thirteenth (13<sup>th</sup>) month for as long as she remains in a full-time position. If a full-time employee works in a temporary part-time position, she will be entitled to the monthly uniform allowance of a part-time employee commencing the thirteenth (13<sup>th</sup>) month for as long as she remains in a part-time position.

- (f) A full time employee wishing to transfer to part time must give the Employer two (2) weeks notice in writing.
- (g) The Employer agrees to provide the Chief Steward with copies of all job postings, names of applicants and the name of the successful applicant immediately upon completion of the job posting procedure. The successful applicant will also be notified.
- (h) In the event a part time employee is absent from the workplace, the Employer will offer the available hours, if any, to part time employees by seniority within the department where the absence occurs. If such absence is for more than four (4) weeks, the part time job will be posted on a temporary basis.

9.06 When an employee has successfully bid on any job posting, further bids on any posted position shall be limited to a maximum of two (2) bids in the twelve (12) month period following the initial successful application, unless the third

application is for a permanent full-time job posting.

9.07 Future job postings in the Dietary Department will include the number of shifts and the specific shift to be worked for informational purpose only and may be subject to change.

9.08 Displaced Part Time Employee From a Temporary Full Time Position

The parties agree that if a part-time employee is displaced from a temporary full-time position, the said part-time employee shall notify their supervisor, in writing, of their desire to obtain the number of shifts they would have been entitled to during a pay period, based upon their seniority on the part-time list.

The parties agree that these shifts shall be assigned by offering the displaced part-time employee available but not yet posted shifts or if necessary, call ins, regardless of seniority.

If the employee rejects the Employer's offer of shifts available but not posted, or call ins, that shift will be counted as a shift worked for the purpose of satisfying the number of shifts the employee would have been entitled to.

The employee will be required to perform work on all three shifts until they have obtained the number of shifts they would be entitled to based on their seniority.

Accordingly, this agreement constitutes an exception to Article 20.01 (b) of the Collective Agreement.

**ARTICLE 10 - WAGES**

10.01 (a) Schedule " A attached hereto show the classifications and wages of the employees within the Bargaining Unit in effect from the dates set out therein. The parties agree that the said Schedules and contents thereof shall constitute a part of this Agreement.

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

rates for other classifications in the bargaining unit having regard to the requirements of such classification.

## **ARTICLE 11 - PAYMENT OF WAGES**

- 11.01 All employees will be paid bi-weekly on every second Friday for the pay period ending two (2) weeks previously. In the event that a paid holiday falls on a regular pay day then employees will be entitled to be paid on the day immediately preceding the normal pay day.
- 11.02 Payments shall be made for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors made by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Administrator or his nominee and not delayed or paid on the following pay day, if such error is for one (1) days pay.
- 11.03 All special earnings (vacation pay, retroactive pay, etc.) in excess of \$100.00 will be paid by separate cheque.
- 11.04 The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

### **1 ■05 Termination of Employment**

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

## **ARTICLE 12 - UNIFORM ALLOWANCE**

- 12.01 The Employer agrees to pay a Uniform Allowance of \$11.00 per month for a full time employee and \$5.50 per month for a part time employee.

If an employee is absent on a leave of absence for more than four (4) consecutive weeks or absent due to illness or injury for more than eight (8) consecutive weeks there shall be a deduction of \$11.00 for full time and \$5.50 for part time employees for each additional consecutive period of four (4) weeks or less for the duration of the absence referred to above.

To be paid annually in one lump sum on the last pay day in June.

All employees will be allowed to purchase uniforms of their own choosing; the choice of wearing pantsuit uniforms will be at the employee's option. Colours will comply with the Employer's specific request.

**ARTICLE 13 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

13.01 (a) The normal full time hours of work shall be thirty-seven and one half (37%) hours per week and seven and one half (7%) hours per day, exclusive of a thirty (30) minute meal period. No employee shall be scheduled to work more than six (6) consecutive days. Overtime rate shall apply for the seventh (7th) and subsequent days.

The normal part time hours of work shall be twenty-two and one half (22%) hours per week.

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

13.02 (a) The Employer shall pay time and one-half (1%) the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all authorized time in excess of seven and one-half (7%) hours in any twenty-four (24) hour period beginning with the starting time of the employee's shift. Overtime shall also be paid if the employee is required to work before the scheduled starting time or after the scheduled quitting time. The overtime rate shall apply to all hours over seventy-five (75) in any one pay period.

(b) RPN's required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.

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

13.03 The Employer agrees that overtime shall be offered to available employees by seniority in the same department where overtime is required.

An employee is not available if they are on sick leave, vacation leave or on any leave of absence under Article 17.01, 17.02, 17.03, 17.04, 17.05, 17.06, 17.12 (except where the employee is actively participating in a modified work plan and is able to perform the overtime work required).

13.04 In the event that employees of their own accord wish to change shifts with one another, such request must be in writing signed by both parties for approval of the Employer. An employee is not permitted to give a scheduled work day to another employee without the approval of the Employer. The Employer shall not be responsible or liable for overtime rate claims that might arise or accrue as a

result of the change in shifts. It is agreed that full time and part time employees may change shifts amongst each other upon the approval of the Employer.

- 13.05 The Employer agrees that working schedules shall be posted at least two (2) weeks in advance and, such schedules will contain a period of four (4) weeks.
- 13.06 Each seven and one-half (7½) hours shift shall include two (2) fifteen (15) minute rest periods without loss of pay.
- 13.07 Employees shall not be required to take time off during regular hours in lieu of overtime worked unless such is mutually agreeable to the Employer and the employee concerned.
- 13.08 When an employee temporarily substitutes in or performs the principal duties of a higher paying position than his own, he/she shall be paid at the higher rate for all hours worked in that classification, unless such assignment does not exceed one (1) hour per shift.
- 13.09 (a) When an RN is absent from her normal shift and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of one-half (½) shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (b) Where there is neither an RN nor a supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN who is designated to be in charge of the building, the above noted allowance will apply to an RPN who is designated to be in charge of the building.
- (c) It is understood and agreed that only one of the above noted premiums will apply at any one time.
- 13.10 An employee who reports for work at the starting time of his scheduled shift, not having been notified not to report at least eight (8) hours in advance, shall be given a minimum of four (4) hours work at any work within his classification or four (4) hours pay in lieu if no work is available, at the employee's regular rate of pay. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond the reasonable control of the Employer.
- 13.11 The Employer agrees to provide for free parking for employees in accordance with local zoning by-laws.
- 13.12 (a) All employees shall have scheduled sixteen (16) consecutive hours off between shifts. In the event that the Home fails to schedule sixteen (16) consecutive hours off when tours of duty are changed, any employee so affected will in such event be paid the premium pay calculated at the rate of one and one-half (1½) times her regular straight time rate of pay for number of hours difference between sixteen (16) and the actual number of



consecutive hours off. The provisions of this sub article shall not apply to any employee, who at her own request or with her consent, is scheduled so as to have less than sixteen (16) consecutive hours off when tours of duty are changed.

(b) The provisions of sub articles 13.12 (a) and/or 13.02 will not apply to attract premium pay when a part time employee is called for and voluntarily accepts an unscheduled shift, provided there is eight (8) hours between the scheduled shift and the shift the employee is called for and voluntarily accepts. It is understood and agreed to by the parties that the overtime rate shall apply to all hours over seventy-five (75) in any one pay period.

(c) It is understood that employees will not be required to work split shifts.

13.13 (a) Those employees working the shifts which commenced immediately before midnight when the change from daylight savings to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.

(b) The Parties agree that the midnight shift shall be considered the first full shift of any calendar day.

13.14 An employee who is absent on paid time during a scheduled work week because of sickness, workplace safety and insurance, bereavement, holidays, vacation or Union leave on scheduled days of work shall be considered as if he had worked during his regularly scheduled hours during such absence for the calculation of eligibility for overtime rates.

13.15 Full-time employees shall receive every second week-end off; part-time employees shall receive every third week-end off, or if possible every second weekend off.

13.16 All employees shall be paid the appropriate rate of pay when required by the Employer to attend staff meeting or in-service programs.

13.17 (a) Scheduling - Part time employees will be scheduled to work based on seniority. Senior part time will be given preference for shifts of choice. Senior part time will be scheduled a minimum of forty-five (45) hours bi-weekly when shifts are available. If additional shifts become available, up to seventy-five (75) hours will be scheduled according to seniority.

(b) Call-In - Part time employees will be called in to available shifts, being those shifts which have become available after the schedule is posted, based on seniority. Senior part time employees will be called in up to seventy-five (75) hours bi-weekly (including scheduled time).

In the event that no part-time employees accept an offer to work the call-in shift for the midnight shift, the Employer will have the right to require the

most junior part-time employee at straight time (who is not a work in another facility or on approved leave) to work the call-in shift.

13.18 It is agreed between the parties that for the term of the Collective Agreement and any ensuing statutory freeze period, the Employer will not institute a practice of shift rotation for full time employees, but will continue its present practice.

#### **ARTICLE 14 - PAID HOLIDAYS**

14.01 Each Full-time employee shall be paid seven and one-half (7½) hours pay at his normal rate for each of the following eleven (11) paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Boxing Day	August Civic Holiday
Family Day (3 <sup>rd</sup> Monday in Feb)	

In addition to the above, each employee shall receive one (1) float holiday, to be scheduled at a mutually agreeable time.

A part-time employee will be paid statutory holiday pay based upon the average hours worked during the four week period preceding the holiday. The average hours worked will be calculated by adding the total number of hours worked and dividing that number by 15. Payment for each statutory holiday shall not exceed 7.5 hours.

14.02 An employee shall not be paid for any recognized holiday if he:

- (a) has not completed his probationary period;
- (b) does not work on such a holiday if scheduled to do so, except where absence is due to illness or injury;
- (c) is absent for all or part of the normal shift immediately preceding or following the holiday, except where absence is due to illness or injury or the employee is on any approved absence;
- (d) fails to produce a medical certificate for illness occurring on the holiday or on the normal shift immediately preceding or following the holiday, if requested by the Administrator or his designate;
- (e) each employee, on completion of his probationary period, shall receive one (1) day's pay for each statutory holiday which occurred during said probationary period. This day's pay will be calculated at the rate applicable when the said statutory holiday occurred;
- (9) Notwithstanding the provisions of this article, the Employer will not pay paid holiday pay to an employee who has been paid Workplace Safety and Insurance benefits on the paid holiday;

14.03 If an employee is scheduled to work on a recognized holiday, he shall receive (1) one regular day's pay plus time and one-half (1½) his regular rate for all hours

worked on such a holiday, or, he may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within ninety (90) days.

14.04 In the event that any paid holiday falls on a full time employee's day off or during his vacation period, he or she shall receive an additional day off with pay.

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

14.06 (a) All employees shall receive a minimum of five (5) days off at either Christmas of each year or New Years of the following year. The choice of either Christmas day off or New Years day off shall be granted according to seniority and shall alternate unless the employees agree to change with one another. In order to insure the five (5) days off for each employee, the regular schedule will be suspended from December 15<sup>th</sup> of each year to January 15<sup>th</sup> of the following year.

(b) It is agreed that to accommodate such scheduling during Christmas and New Year's, part-time employees may be required to work more than twenty-two and one-half (22½) hours per week.

(c) The list for requests for Christmas and New Year's Holidays shall be posted by October 15<sup>th</sup> of the year. Employees shall file their request for holidays off by November 1<sup>st</sup>. The Employer shall post the finalized Christmas schedule by November 25<sup>th</sup> and the schedule shall not be changed after posting except in cases of emergency.

(d) Christmas and New Years Vacation Scheduling  
The Employer may grant vacation during Christmas/New Year's period to a maximum of three (3) employees in the entire bargaining unit, on a rotating seniority basis, subject to the following:

(i) There are replacement staff who are available to fill in during this period.

(ii) Notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut off (ie April 1<sup>st</sup>).

(iii) Employee's requests to have vacation during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Nursing Home.

## **ARTICLE 15 - VACATIONS**

15.01 Vacation may be taken at any time during the year at the mutual convenience of the Employer and the employee, bearing in mind that adequate staffing on a

twenty-four (24) hour basis must be maintained, and that the final right to determine staffing needs is vested in the Employer. Vacation schedule to be posted from March 1st to April 1st with employees selecting vacation for months of May through September by April 1st. Article 15.08 to apply in other instances. Granted vacation time to be posted by April 15<sup>th</sup>.

- 15.02 Where more than one employee requests identical vacation periods during "Prime Time" May to September, seniority (Departmental) will be the deciding factor. Vacations requested during "Prime Time" will be granted whenever reasonably possible.
- 15.03 No vacations or leave of absence will be granted from December 20th to January 5th inclusive, to ensure that all employees receive Statutory holiday entitlements.
- 15.04 Vacations shall be taken by June 30th following the qualifying year.
- 15.05 (a) Employees may be paid their vacation pay on the pay period immediately preceding the said vacation. Part-time vacation pay out shall be a maximum of one (1) week pay out for each week of entitlement.
- (b) It is agreed and understood between the parties that the maximum number of times during a vacation year (July 1-June 30) that a part-time employee may request payment of their vacation pay will correspond to the number of weeks of vacation entitlement of the part-time employee i.e. an employee with four (4) weeks of vacation entitlement may request vacation pay a maximum of four (4) times during the vacation year. Each request for pay out will result in a complete emptying of the vacation "bank" to that point.
- 15.06 Vacation allowance on termination will be pro-rated according to full entitlement.
- 15.07 Vacations with pay shall be granted to all employees on the following basis:

**FULL TIME EMPLOYEES**

Less than one year	4% of gross earnings and equivalent time off.
One to Three years	10 working days (or two weeks) with pay.
Four to Seven years	15 working days (or three weeks) with pay.
Eight to Fourteen years	20 working days (or four weeks) with pay.
Fifteen to Twenty-one years	25 working days (or five weeks) with pay.
Twenty-two years and over	30 working days (or six weeks) with pay.

**PART-TIME EMPLOYEES** shall receive vacation in accordance with the following schedule:

Less than one year	vacation pay of 4% of gross earnings and the equivalent time off.
One to Three years	10 working days and vacation pay of 4% of gross earnings.
Four to Seven years	15 working days and vacation pay of 6% of gross earnings.
Eight to Fourteen years	20 working days and vacation pay of 8% of gross earnings.
Fifteen to Twenty-one years	25 working days and vacation pay of 10% of gross earnings.
Twenty-two years and over	30 working days and vacation pay of 12% of gross earnings.

EFFECTIVE FOR ENTITLEMENT IN THE 2010 VACATION YEAR, VACATIONS WITH PAY SHALL BE GRANTED TO ALL EMPLOYEES ON THE FOLLOWING BASIS:

**FULL TIME EMPLOYEES**

Less than one year	4% of gross earnings and equivalent time off.
One to Three years	10 working days (or two weeks) with pay.
Four to Seven years	15 working days (or three weeks) with pay.
Eight to Fourteen years	20 working days (or four weeks) with pay.
Fifteen to Twenty-one years	25 working days (or five weeks) with pay.
Twenty-two to twenty-seven years	30 working days (or six weeks) with pay.
Twenty-eight years and over	35 working days (or seven weeks) with pay.

**EFFECTIVE FOR ENTITLEMENT IN THE 2010 VACATION YEAR, PART-TIME EMPLOYEES SHALL RECEIVE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:**

Less than one year	vacation pay of 4% of gross earnings and the equivalent time off.
One to Three years	10 working days and vacation pay of 4% of gross earnings.
Four to Seven years	15 working days and vacation pay of 6% of gross earnings.
Eight to Fourteen years	20 working days and vacation pay of 8% of gross earnings.
Fifteen to Twenty-one years	25 working days and vacation pay of 10% of gross earnings.
Twenty-two to Twenty-seven years	30 working days and vacation pay of 12% of gross earnings.
Twenty-eight years and over	35 working days and vacation pay of 14% of gross earnings.

15.08 Where 15.01 does not apply, requests for vacation shall be submitted to the department supervisor at least five (5) weeks prior to the commencement of the vacation. Employees will be notified in writing of the results of their vacation request and finalization of the vacation schedule within two (2) weeks of having submitted such request. Once an employee's vacation request is approved it shall not be changed by the Employer.

15.09 The present practice of allowing employees to take vacation in blocks of less than one (1) week will continue. The Parties agree to the following:

Employees may take vacation in blocks of less than one (1) week as follows:

Single days Monday to Thursday and up to three (3) full regular weekends during the prime time period (May to September).

15.10 The Employer agrees whenever possible to schedule weekends off with vacation time.

## **ARTICLE 16 - HEALTH AND WELFARE**

16.01 The Employer agrees to pay the indicated percentage of the following items for full time employees excluding probationary employees who qualify under the terms of the plans and who subscribe to said plans through payroll deductions:

- (a) 100% of OHIP (basic rate) single or family as requested by the employee.
- (b) 100% of Drug Plan (dispensing fee cap of seven dollars and fifty cents (\$7.50); 100% Vision Care Plan for a plan which provides \$160.00 of

coverage every twenty-four (24) months;

- (c) 100% of Group Life Insurance (\$30,000.00);
- (d) Dental Plan #21 - 75% Employer paid; 100% reimbursement based on current updated O.D.A. fees from time to time. Effective Aug. 10<sup>th</sup>, 2005, dental plan recall to be every nine (9) months.
- (e) 100% of Medex out of country Insurance (effective March 31, 1996).

NOTE: The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employees' doctor.

Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 26.01 will be directed to a mutual fund of the employee's choice.

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

- Reduced life insurance by 50%
- Extended health
- Vision care
- Dental
- Hearing
- Sick Days
- Able to collect for the first two weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be an employee, she shall automatically receive the in lieu applicable to part-time employees.

16.02 It is acknowledged that the Employer may substitute for the present insurer or carrier of any Plan referred to in this Agreement any other carrier or insurer, provided that there is no loss in benefits to the employees concerned. The Employer shall provide the Union with eight (8) weeks notice of changes in insurers or carriers. In the event that the Employer changes insurance carriers during this Collective Agreement, the Employer shall provide the Union with the complete benefit carrier agreement.

16.03 The Employer shall supply the employee with any benefit plan enrolment cards which are required for completion and such cards shall be completed and returned to the Employer within two (2) weeks after the employee has received said card. If said cards are not completed and returned within the two (2) week period, any charges for late payment or late enrolment will be borne by the employee concerned.

16.04 Same sex spouses will be eligible to be dependants for insured benefits.

#### 16.05 Benefit Grievance Resolution

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

- (a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator from the list of arbitrators hereinafter provided.
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Norm Jesin and Laura Trachuk.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.



- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Gerry Lee, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

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

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.01 Union Leave**

- (a) The Employer shall grant leaves of absence to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.
- (b) In requesting such leaves of absence, the Union must give eighteen (18) days notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- (d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the

purpose of WSIB coverage, such employees are deemed to be employed by the Union.

#### 17.02 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or step-child an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2<sup>nd</sup> day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grand-children, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.
- (d) In the event of a spring interment, an employee may save one day of the days identified above without loss of pay to attend the interment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

NOTE: It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.

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

#### 17.03 Jury and Witness Duty

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

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

#### 17.04 Pregnancy and Parental Leave

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

- (b) Pregnancy Leave

- i) 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 at least two (2) weeks' notice in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish to 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.

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) 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 17.04 (j): Parental Leave.

- (c) An employee who does not apply for leave of absence under Article (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.04 (b) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the

estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee elects, in writing, not to continue her share of the premiums.
- (e) If a full-time employee returns to work at the expiry of the normal pregnancy and or parental leave, the employee will be returned to her former job and former shift, if designated.

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

- (9) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article (e).
- (g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.
- (h) Credits or service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least two (2) weeks notice in writing, that she intends to take parental leave.
- (j) Parental Leave
  - i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came in to care or custody of the employee, shall be entitled to parental leave.
  - ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

iii) Parental leave must begin 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. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed within fifty-two (52) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

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

Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

v) For the purpose of parental leave under Article (j) Parental Leave, the provisions under (a), (d) and (h) for first eighteen (18) weeks only, (e), (9) and (i) shall also apply.

(k) Pregnancy and Parental Top-Up

An employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental employment insurance benefit.

i) *Pregnancy Top-Up*- On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an Employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits.

Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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. 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.

- ii) *Parental Top-Up* - A supplemental unemployment benefit equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits for a maximum period of ten (10) weeks while on parental leave.

17.05 Leave of Absence for Personal Reasons- An employee may be granted leave of absence without pay for personal reasons, at the discretion of the Employer, provided that such leave may be granted without undue inconvenience to the normal operation of the Nursing Home. Except in emergencies, written application for leave of absence must be made at least five (5) weeks in advance of such leave.

17.06 Injury and Disability

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

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

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

17.08 In the case of an absence due to a compensable accident, where the anticipated length of such absence is six (6) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 9) of this Agreement. Where the anticipated absence is less than six (6) weeks, the Employer may fill the position at his discretion.

17.09 The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 9 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall

indicate to the Employer that the employee has the physical capability to perform her normal job.

- 17.10 (a) If an employee who has been employed for more than one (1) year returns to work within one hundred and four (104) weeks following the commencement of a, WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (b) If an employee who has been employed for more than one (1) year returns to work after one hundred and four (104) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 17.09 above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 9. (This would be effected by the returning employee, displacing the employee with the least seniority in the category to which she is returning.)

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

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

17.12 Educational Leave - An unpaid leave of absence to take further related educational courses will be granted upon written application by the employee to the Employer. It is further understood and agreed that, subject to the operating requirements of the Home, the Employer will make every reasonable effort to arrange the shifts of employees attending courses or seminars to permit such attendance. Where employees are required by the Nursing Home to take courses to upgrade or acquire new employment qualifications, upon successful completion of the course by the employee, the Employer will reimburse the employee for the full cost of the course.

17.13 Paid Education

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

17.14 Public Office Election

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer,

be granted sufficient time on leave of absence without pay to comply with their duties. Seniority and service shall continue consistent with the collective agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

17.15 The Employer agrees to comply with the Emergency Leave provisions of the Employment Standards Act, 2000, as amended.

17.16 Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, he or she will forfeit all seniority rights and privileges contained in this agreement and his or her employment will terminate with cause.

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

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

(b) An employee who is on family medical leave shall continue to accumulate seniority and service.

(c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.

(d) The Record of Employment (ROE) will be provided immediately following the seventh (7<sup>th</sup>) day of such leave.

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

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

## **ARTICLE 18 - SICK LEAVE**

18.01 Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income and will be granted to all full time employees on the following basis:



- (a) Effective August 10<sup>th</sup>, 2005 full time employees who have completed the probationary period shall be credited with four and one-half (**4%**) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1%) days per month of service to a maximum of eighty-seven (87) days.
- (b) Any employee absenting himself on account of personal illness shall, after providing proof of personal illness, if requested, receive sick pay benefits equal to the employee's normal wage for each day of personal illness that he was scheduled to work, to the extent of his accumulated sick leave credits.
- (c) Absence for injury or illness compensable under the *Workplace Safety and Insurance Act* shall not be charged against the accumulated sick leave credits.
- (d) Any employee who is off for ten (10) or more working days in a calendar month, due to illness, will not be credited with one and one-half (1%) days sick time for that month.
- (e)
  - i) Any full time employee with three (3) years or more seniority who terminates her employment shall receive pay out of sick leave according to the following scale:
    - 3 years - 15% of accrued sick leave
    - 4 years - 20% of accrued sick leave
    - 5 years - 25% of accrued sick leave
    - 6 years - 30% of accrued sick leave
  - ii) Any full-time employee with three years or more seniority who transfers to part-time may elect to receive the pay out of sick leave according to the established scale once during their employment with the Nursing Home. In the event that the employee elects not to receive the pay out, the accrued sick leave credits will remain.
- (9) Any employee absenting himself on account of personal illness on the afternoon or night shifts must notify the Employer on the first day of illness at least four (**4**) hours before the time he would normally report for duty, and at least one (1) hour before he would normally report for duty on the day shift. Failure to give adequate notice, unless such failure is unavoidable, will result in loss of sick leave benefits for that day of absence.
- (g) The Employer may require that an employee absenting himself on account of personal illness shall, prior to receiving pay for such absent day(s) furnish a medical certificate issued by a qualified medical practitioner certifying that the employee was unable to work due to personal illness. The cost of any medical certificate requested by the Employer and allowed under the Collective Agreement shall be paid by the Employer.

- (h) It is understood and agreed by the parties that illnesses resulting from pregnancy are eligible for sick leave benefits but no sick leave benefits shall be available in the period of eight (8) weeks preceding the effective or expected date of delivery.
- (i) Employees are requested to notify the Nursing Home of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available and the Employer will not guarantee that work will be available. For extended illness or injury employee must notify the Nursing Home at least three (3) days prior to returning to work.
- (j) When an employee draws Employment Insurance Benefits while off sick, she will not be entitled to draw sick pay.
- (k) Sick leave accumulation to date will be shown on the seniority lists.

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

#### **ARTICLE 19 - SHIFT PREMIUM**

19.01 **A** shift premium of twenty-five cents (25¢) per hour will be paid for all hours worked between 2:30 p.m. and 6:30 a.m.

19.02 Effective July 1<sup>st</sup>, 2005, an employee shall be paid a weekend premium of fifteen cents (15¢) per hour for each hour worked between 2230 hours Friday to 2230 hours Sunday or such other forty-eight (48) hour period that the nursing home may establish.

#### **ARTICLE 20 - CALL-IN PAY**

- 20.01 (a) "Call-In" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) The Employer will call in employees on the basis of their seniority by classification.
  - (c) Employees who are called in will be paid overtime at the rate of time and one half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
  - (d) Where the call in is requested within one half hour of the starting time of

the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

- (e) Where an employee is called for work with less than one (1) hours notice of the commencement of the shift and arrives for work after the commencement of the shift but within one (1) hour of the scheduled commencement of the shift, if she then works the balance of the shift, she shall be paid as though she had worked all the hours of the shift. If an employee is called in after the commencement of the shift and arrives within one (1) hour of the call, she shall be paid from the time of the call.

## **ARTICLE 21 - ORIENTATION PERIOD**

21.01 New employees are to be scheduled as additional staff for up to five (5) days of orientation. During the orientation period the new staff member and the designated trainer may be scheduled as additional staff, if necessary.

21.02 Where the Employer assigns an employee to orientate a newly hired employee in the bargaining unit during their orientation period, the employee who is the trainer will receive a maximum premium of one dollar and fifty cents (\$1.50) per hour. The newly hired employee will receive one dollar and fifty cents (\$1.50) per hour less than the start rate of her classification during the orientation period. This provision only applies when a bargaining unit member is assigned to orientate a newly hired employee in this bargaining unit during the orientation period. The Employer agrees that no more than three newly hired employees will be assigned to one designated trainer from the bargaining unit.

## **ARTICLE 22 - NO PYRAMIDING**

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

## **ARTICLE 23 - § OF /**

23.02 The Employer and the Union will share equally in any cost of printing the collective agreement.

## **ARTICLE 24 - DURATION AND TERMINATION**

24.01 This Agreement shall be effective from May 1, 2010 up to and including September 15, 2011 and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the *Ontario Labour Relations Act* and the *Hospital Labour Disputes Arbitration Act*.

24.02 In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to the 15<sup>th</sup> day of September, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such written notice shall list the subject matter of the proposed amendments or

revisions. Either party reserves the right to amend or revise such list provided the above mentioned written notice is given prior to the commencement of negotiations.

## **ARTICLE 25 - CONTRACTING OUT**

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

25.02 No person excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction, in cases of emergency beyond the control of the Employer and in cases agreed upon by the Employer and the Union.

25.03 A full time position will not be divided into two (2) or more part time positions.

## **ARTICLE 26 - PENSION PLAN**

26.01 The parties agree to implement the Pension Plan resulting from the Teplitzky Award March 15, 1988, with contributions as follows:

1. Each eligible employee will contribute 2% of earnings commencing January 1, 1989 and 4% of earnings commencing January 1, 1990.
2. The Employer will also contribute 2% of earnings commencing January 1, 1989 and 4% of earnings commencing January 1, 1990.

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

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan;

“Applicable Wages” means the basic straight-time wages for all hours worked, including:

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

All other payments, premiums, allowances and similar payments 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.

26.02 Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

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.

26.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

26.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

For further specificity, the items required for each eligible employee by Article 27.05 of the agreement are:

- i) To Be Provided Once Only at Plan Commencement:
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) To Be Provided with each Remittance:
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - Year to Date Pension Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To Be Provided Once and if Status Changes:
  - Full Address as provided to the Home
  - Termination date where applicable (MM/DD/YY)
  
- iv) To Be Provided Once if They are Readily Available:
  - Gender
  - Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- 26.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.
- 26.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 26.01 will be paid to the employee.

## **ARTICLE 27 – PERSONAL FILES**

- 27.01 An employee, or the President of the Union or his designate, with the written authority of the employee, shall be entitled to review the employee's personnel file in order to facilitate the investigation of a grievance.
- 27.02 Letters of Reprimand – Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface, ie. Residents and family, where the record will remain on file unless reversed at arbitration or by settlement.
- 27.03 Letters of Suspension - Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface, ie. Residents and family, where the record will remain on file unless reversed at arbitration or by settlement.

The employee shall be given all copies of the disciplinary notations and or actions from the files to be disposed of, upon request of the employee.

27.04 Viewing the File

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

**ARTICLE 28- BULLETIN BOARDS**

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

**ARTICLE 29 - RETROACTIVE PAY**

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

**ARTICLE 30 - CANADA SAVINGS BONDS**

30.01 Deductions for Canada Savings Bonds will be made for employees who wish to participate.

**ARTICLE 31 - HEALTH AND SAFETY**

31.01 The Employer shall:

- (a) Inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation.
- (b) Inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.
- (c) Ensure that the applicable measures and procedures prescribed in the *Health and Safety Act* are carried out in the workplace.

31.02 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness.

A joint management and employee Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by the Union, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The

committee shall normally meet bi-monthly or as needed. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be posted in the staff lounge and provided to the Union Co-chair. The Union agrees to limit representation from the bargaining unit to four (4) joint representatives which may be increased by mutual agreement of the parties.

Two (2) representatives of the Joint Health and Safety Committee, one from management and one (1) from the employees on a rotating basis, designated by the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, a representative shall be notified as soon as possible and shall investigate and report to the Committee the results of the investigation. Furthermore, a Union representative shall be notified of the inspection of a government inspector and shall have the right to accompany him on his inspection, if available. Time spent on an inspection with Management or a government shall be considered time worked.

The Joint Health and Safety Committee and the representatives thereof shall be provided copies of all incident reports related to occupational injuries or illnesses.

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

The Employer will use its best effort to make all affected employees aware of residents who have serious infectious disease. The nature of the disease need not be disclosed. Employees will be made aware of the special procedures required of them to deal with these circumstances.

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed by the Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum. The parties further agree that suitable subjects for discussion at a meeting held pursuant to article 5.06 may include aggressive residents.

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

31.04 (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he or she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

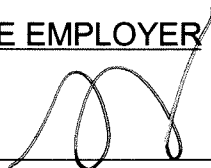


- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his or her work. Such information shall be submitted in writing to the Union as soon as practicable.

SIGNED THIS 4<sup>th</sup> DAY OF FEBRUARY '2011.


FOR THE EMPLOYER

FOR THE UNION

  
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Cindy DeBloch  
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Alison M Sherwood  
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Roger Renaud  
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Roger Renaud  
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SCHEDULE "A" - WAGES

CLASSIFICATION	Effective Date	Start	1 Year	2 Years
Kitchen, Housekeeping, Laundry	May 1, 2009	18.18	18.56	18.97
	May 1, 2010	18.54	18.93	19.35
Nurses' Aide	May 1, 2009	18.32	18.69	19.09
	May 1, 2010	18.69	19.06	19.47
H.C.A. / P.S.W. / R.C.A.	May 1, 2009	18.56	18.93	19.34
	May 1, 2010	18.93	19.31	19.73
Cook	May 1, 2009	19.68	20.04	20.46
	May 1, 2010	20.07	20.44	20.87
R.P.N.	May 1, 2009	23.10	23.47	23.91
	May 1, 2010	23.56	23.94	24.39
Building Services Worker	May 1, 2009	19.13	19.50	19.91
	May 1, 2010	19.51	19.89	20.31

Note: Part-Time employees will be paid a premium of fifty-five cents (**55¢**) per hour on the above rates in lieu of sick leave benefit and health and welfare benefits.

Part time employees will advance from the probationary rate to the start rate on completion of a sixty (**60**) working day probationary period. They will progress to the one year rate at **1875** hours worked or **1½** years whichever comes first and the two year rate at **3750** hours worked or **3** years worked, whichever comes first.

New Probationary Rate to be **\$0.20** less than start rate.  
Implement new rate one pay period.

## LETTERS OF UNDERSTANDING

### 1) RE: BUILDING SERVICES WORKER

The following are agreed between the parties:

1. RE: Article 13 of the Collective Agreement; it is agreed that the present practice of flexible scheduling shall remain in effect. Therefore, it is agreed also that:

Article 13.05 re: posting of schedule 2 weeks in advance,  
Article 13.12 (a) re: 16 hours between shifts,  
Article 13.12 (c) re: split shifts,  
Article 13.15 re: weekends off,

will not be applicable to the Building Services Worker position.

2. RE: Article 13.05, the Union understands the usual hours of work for the Building Services Worker to be 8 a.m. to 4 p.m. Monday to Friday with weekends and Holidays off but this practice is flexible as per the needs of the Franklin Gardens Long Term Care Home.

The parties agree that the Building Service Worker will receive overtime pay for any hours worked in excess of 75 hours bi-weekly at the rate of time and one-half the normal rate of pay calculated to the nearest fifteen (15) minutes for all authorized overtime. Specifically, the parties agree that article 13.02 of the Collective Agreement does not apply to the Building Service Worker.

3. RE: Article 19.01 Re : Shift Premiums does not apply.
4. Article 20 - Call-In Pay: This shall apply as per the Collective Agreement.

### 2) RE: RESTORATIVE CARE AIDE

The Restorative Care Aide classification will be paid the same wage rate as a Health Care Aide. It is agreed that the Restorative Care Aide classification is a position within the bargaining unit.

This classification shall have as a qualification, the requirement for a Health Care Aide or Personal Support Worker certificate.

In order to bump into the Restorative Care Aide classification, a bargaining unit member must have a Health Care Aide or Personal Support Worker certificate and a Restorative Care Aide certificate. The parties specifically acknowledge that the Letter of Understanding #4 regarding layoff and recall (re: Articles 9.02 (9 and 9.04 (b)) does not apply to the Restorative Care Aide classification.

Further, a successful applicant for a Restorative Care Aide job posting must successfully complete the Restorative Care Aide Program offered by the Centre for Aging within six (6) months from the date the employee transfers into the Restorative Care Aide position. The registration costs associated with this course will be reimbursed by the Employer upon successful completion of the course. If the employee does not successfully complete this program within the time frame specified, she will return to her previous position. Should the program not be available in Essex County or Chatham, Ontario within the six (6) month period, the time limit will be extended to permit the employee to take the next available course.

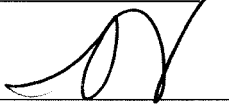
These part-time employees will work approximately 5.5 hours per shift. Shifts will commence at 7:00 a.m. and finish at 12:30 p.m. The Union, the Employer and the employees understand that the hours of work and commencement of the shifts may be altered to accommodate Resident needs and the goals of the Restorative Care Program at the discretion of the Life Enrichment director. However, the Employer agrees to discuss a change in the hours of work or start times with the employees and/or the Union at least two (2) weeks prior to the implementation of such change.

The Restorative Care Program will be offered to Residents seven (7) days per week. Accordingly, staff will be scheduled to work seven shifts (7) per pay period.


Any opportunities for additional hours of work, overtime, call-ins, temporary sick leave replacements etc. will be offered first to the most senior available Restorative Care Aide.

THE ABOVE TWO (2) LETTERS OF UNDERSTANDING AGREED TO THIS 4<sup>th</sup>  
DAY OF FEBRUARY, 2011.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Alvin McSherrwood  
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FOR THE UNION

Cindy DeBloch  
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\_\_\_\_\_  
Roger Renaud  
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