

UNIT # 531/531A

COLLECTIVE AGREEMENT

BETWEEN

REVERA RETIREMENT LP
(BRIARGATE RETIREMENT LIVING CENTRE)

- AND -

SERVICE EMPLOYEES UNION, LOCAL 1 CANADA

EXPIRY DATE: DECEMBER 31, 2011

FULL/PART-TIME WORKERS

14209 (01)

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ARTICLE 1 - PURPOSE

- 1.01 a) 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.
- b) The parties' mission is to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they so deserve.
- c) All employees in and out of the Bargaining Unit will treat each other with respect and dignity.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of Meadowcroft Group in the Township of Ernestown, save and except Supervisors, persons above the rank of Supervisor and office and clerical staff.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.05 No employee may enter into a financial agreement with a resident and/or their responsible party with whom the Employer has a contractual relationship.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Retirement Home.
- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. The Employer

agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee.

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

ARTICLE 4 - DEFINITIONS

- 4.01 Fulltime employees are defined as persons regularly scheduled to work forty-eight (48) hours or more bi-weekly. For purposes of seniority for full time employees (unless specified otherwise in the Collective Agreement) it shall be their date of hire.
- 4.02 Part-time employees are defined as persons not scheduled to work more than forty-eight (48) hours bi-weekly. Part-time employees will be scheduled by seniority as well as call-ins will be scheduled by seniority. Part-time employees shall not be scheduled for more than seven (7) consecutive days.
- 4.03 The provisions of the Collective Agreement shall apply to part-time employees, part-time members are now entitled to Bereavement Leave and Jury Duty, or as provided specifically in other parts of the Collective Agreement with respect to vacation, part time employees shall receive the same vacation entitlement as full time employees, with years of service calculated according to 4.05.
- 4.04 Part-time employees will acquire one (1) year's seniority when they have completed eighteen hundred (1800) paid hours of work.
- 4.05 In the event that an employee is transferred from a part time position to a full time position, the employee shall be credited with seniority proportionate to the amount of part time paid hours worked. The conversion factor upon transfer from part time to

full time shall be eighteen hundred (1800) paid hours of part time employment equals one (1) year full time employment.

4.06 Definition of a Casual Employee

A casual employee, who it is understood is covered by this Collective Agreement, is an employee who is called to work occasionally on an on-call basis and does not work a regular schedule. Such call-ins shall not deprive a full time or part time employee of call-ins they are entitled to.

4.07 However casual employees must work a minimum of four (4) shifts in every two (2) months.

4.08 The provisions of the Collective Agreement shall apply to casual employees except for; Art. 15.13 - Bereavement leave, Art. 15.14 - Jury Duty, Art. 20 - Paid Holidays (Employment Standards Act will apply), Art. 22 - Health & Welfare, Art. 24 - Sick Time.

4.09 If an employee should work over twenty-two and one half hours per week in excess of thirteen consecutive weeks per twelve month period ending on May 31st of each year, he could be then considered a full time employee covered by the Collective Agreement between the Employer and the Union.

4.10 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

ARTICLE 5 - UNION SECURITY

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

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

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

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

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

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

- 5.03 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from any SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.

- 5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.

- 5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 Employment of Disabled Workers

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

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in The Ontario Labour Relations Act, R.S.O. 1980, as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 The Employer acknowledges the right of the Union to appoint or to otherwise select up to three (3) Stewards, one of whom shall be designated as the Chief Steward, to assist employees in presenting their grievances to the representative, of the Employer under the Grievance Procedure of this Agreement. The Stewards shall be designated as the Union Committee for all purposes set out in this Agreement.
- 7.02 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Grievance and Negotiating Committee until after they have completed their probationary period and their names have been placed on the seniority list
- 7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

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

- 7.03 The Employer will recognize and work with the Union Committee on any matter properly arising out of this Agreement, and the Committee will co-operate with the Employer in the administration and faithful adherence to the terms of this Collective Agreement.
- 7.04 The Employer shall not be required to recognize any Steward until it has received written notification from the Union of the employee's appointment to the Union Committee. The Employer is responsible for informing the Stewards and the Union who the Executive Director or designate is.

7.05 Negotiating Committee

The Employer acknowledges the right of the Union Committee to negotiate the renewal of this Agreement. An S.E.I.U. Union Representative shall be present at such negotiations.

7.06 Labour Management Committee

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

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

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

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

7.07 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 MDS 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.

7.08 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 8 – GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

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

Step No. 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 No. 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 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 No. 3

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

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

8.05 Discharge Grievance

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

All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date 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 Executive Director 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 Arbitrator, as the case may be.

8.06 Employer's Grievances

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

8.07 Union Policy Grievance

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

8.08 Group Grievance

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

8.09 Grievance Process

- a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to an 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.
- f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- g) The Mediator will have the authority to meet separately with either party.
- h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- i) The Union and Employer will share the cost of the Mediator, if any.

8.10 Arbitration Process

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

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

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

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

8.11 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 9 – SENIORITY

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the 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 prorated 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 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 purpose of this provision, it is understood and agreed that absence on Weekly Indemnity, EI sick benefits and top-up, shall be considered a leave with pay.

9.02 Full-time Employees

A newly hired employee must successfully complete a probationary period of fifty (50) days worked. The purpose of the probationary period is to allow the Employer to determine if the employment relationship will work properly. Accordingly the Employer may terminate a probationary employee so long as the decision is not arbitrarily discriminatory or in bad faith.

The seniority of an employee who has completed the probationary period shall date fifty (50) working days prior to the date on which the employee completed his probationary period.

Part-time Employees

Part-time employees shall be known as probationary employees until they have worked fifty (50) days.

The seniority of a part-time employee, who has completed the probationary period requirement, shall date fifty (50) working days prior to the date on which the employee completed his probationary period. An employee who has successfully completed probation will be credited with seniority from her start date.

- 9.03 In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and corporate seniority of the employees shall be considered.
- 9.04 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance dealt with under the grievance procedure including the Arbitration provisions.
- 9.05 The Employer shall supply the Union and the Chief Steward with a set of seniority lists by department, in January and July of each year, showing employees' names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer need not supply a copy to the Chief Steward.

A challenge by an employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting of the seniority list.

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

9.06 Loss of Seniority

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

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

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

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

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

9.07 The Employer will notify the employee when his or her benefits will cease.

ARTICLE 10 – JOBSECURITY

10.01 Lay-off and Recall

- (a) In the event of a proposed lay off of a permanent or long-term nature, the Home will provide the Union with as much notice as possible. This notice is not in addition to required notice for individual employees.
- (b) In the event of a lay off of a permanent or long term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act.

10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either;
 - i) accept the lay-off; or
 - ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
- (c) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within one (1) calendar week following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.
- (d) For purposes of lay-off and recall, full time and part time seniority will be deemed to be merged. It is understood and agreed that if a part time

employee bumps a full time employee as part of the above-noted procedure, the part time employee is accepting the full time position only.

- (e) It is understood and agreed that if a full time employee bumps a part time employee as part of the above-noted procedure, the full time employee is accepting the part time position only.
- (f) For these purposes, one (1) year full time seniority - eighteen hundred (1800) hours part time seniority.

10.03 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 on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay off or notice of lay off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

- (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.

10.04 Benefits on Lay-off

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

ARTICLE 11 – JOB POSTING

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

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

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

11.03 If no applications are received by 10:00 a.m. of the tenth day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

11.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and corporate seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy. The successful applicant and the Union will be notified of their success within ten (10) days at the end of the posting procedure.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside.

11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337 1/2) working hours. Such trial promotion or transfer shall become permanent after the trial period unless;

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

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

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

11.06 The Employer will discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy if requested by the employee.

11.07 (a) Where vacancies are posted for positions within the full time bargaining unit and no applicants within the full time unit are successful in obtaining the positions, applications submitted for such posting from part time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more part time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

(b) Where vacancies are posted for positions within the part time bargaining unit and no applicants within the part time unit are successful in obtaining the positions, applications submitted for such posting from the full time employees will be considered prior to consideration of persons not employed by the Home. In the event one (1) or more full time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are equal the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.

(c) When an employee transfers from the full time bargaining unit to the part time bargaining unit, seniority in terms of days and years accumulated in the full

time unit shall be transferred to part time status and converted to seniority in terms of hours.

11.08 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37%) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 11.07. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

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

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

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

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

11.10 In the case of an employee whose status changes from full time to part time they shall receive credit for their seniority by using one (1) year equals seventeen hundred and fifty (1750) hours.

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Retirement 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 the Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

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

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

13.03 Full-Time/Part-Time Ratio

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

ARTICLE 14 - PRINTING

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

ARTICLE 15 - LEAVE OF ABSENCE

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

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

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

15.02 Pregnancy and Parental Leave

Amended to reflect changes to Employment Standards Act - re: 52 weeks leave.

15.03 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act - 52 weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

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

15.04 Pregnancy Leave

An employee who does not apply for leave of absence under Article 15.02 a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.02 a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- 15.05 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 if the employee elects, in writing, to continue her share of the premiums unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

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

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

15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.06.

15.08 Such absence is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

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

15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this agreement, The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

15.11 Parental Leave

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

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

(c) Parental leave must begin 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 eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

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

Parental leave ends eighteen (18) 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.

- (e) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.01, 15.04, 15.05, 15.06, 15.07, 15.08 and 15.09 shall also apply.

15.12 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 Retirement 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 if possible.
- (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 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 a maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which

the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, same sex partner (as defined in the Family Law Act, must have cohabited for twelve (12) months), child, step-child or parent, an employee shall be granted paid leave up to a maximum of four (4) days without loss of straight time wages ending the day after the funeral (or service) or six (6) days after the bereavement leave begins, whichever comes first.
- (b) Upon the death of an employee's step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild, son-in-law, daughter-in-law, step-brother or step-sister, an employee shall be granted paid leave up to a maximum of three (3) days without loss of straight time wages ending the day after the funeral (or service) or four (4) days after the bereavement leave begins, whichever comes first.
- (c) Pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) In the event of a spring interment, an employee may save one 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 to attend the funeral 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.

15.14 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 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 Retirement 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 Retirement Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.15 Educational Leave

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

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

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

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

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

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

15.18 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 twenty-six (26) 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 (7th) day of such leave.

ARTICLE 16 - HOURS OF WORK

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

- (a) The regular work shift for full time employees shall be seven and one-half (7 1/2) working hours per day exclusive of meal periods. The seven and one-half (7 1/2) working hours per day will be worked within an eight (8) hour period.
- (b) Split shifts will only be scheduled in the Dietary Department unless by mutual agreement of the employee, the Employer and the Union in all other departments.
- (c) It is understood that all employees will be paid for actual hours worked on the shift affected by daylight savings time.
- (d) Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes however, the entire period shall be considered overtime for the purposes of payment.

16.02 Work Schedule

- (a) Work schedules governing a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Executive Director one (1) week in advance of posting.

- (b) The Employer shall endeavour to schedule shifts for employees so there will be a minimum of twenty-four (24) hours between the beginning of shifts and change-over.
- (c) Work schedules for full-time employees, once in effect, will not be changed except in the case of an emergency (defined to include fire, flood epidemic, power outage, act of God, etc.)
- (d) Work schedules for part-time and casual employees, once in effect, will not change without twenty-four (24) hours notice.
- (e) Should an employee's schedule be changed by the Employer outside of these parameters, the employee will receive overtime pay for the first shift of the changed schedule. This does not apply to call-ins or shift exchanges, nor does it preclude the overtime provisions in Article 17.
- (f) No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1 1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.
- (g) The Employer will endeavour to arrange shift schedules such that all full time employees will receive every other weekend *off*.
- (h) The Employer will endeavour to schedule part time employees so that they will have every third weekend off but in no event will part time employees be scheduled to work more than three (3) weekends without one (1) weekend off. This clause shall not apply to employees who request weekend work or apply for weekend work.
- (i) In the event that an employee requests time off once the schedule has been posted, it will be the employees responsibility to arrange coverage for the requested shifts. This process is at the employees request, therefore the Employer will not be responsible to follow the provisions of Article 32.02.

16.03 Lunch or meal periods will be uninterrupted, except in cases of emergency. Should an employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.

16.04 The Employer agrees to investigate the possibility of providing meals for employees working the night shift subject to the following conditions:

- (a) Reasonable notice will be required by the dietary department from employees wishing to have meals provided; and
- (b) Employees will be required to pay for meals in advance and such payment will be non-refundable.

16.05 There shall be two (2) paid rest periods of fifteen (15) minutes in each full shift and pro-rated for employees working less than a full shift. Each full shift shall include a thirty (30) minute unpaid meal period.

ARTICLE 17- PREMIUM PAYMENTS

17.01 Overtime

- (a) Overtime shall be paid for all approved hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 1/2) the employee's regular rate of pay.
- (b) In no event shall there be any pyramiding of benefits or payments.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of her shift one (1) free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take off equivalent to overtime by mutual agreement.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (f) An employee who is absent on paid time during her scheduled work week because of sickness, Work Place Safety & Insurance Board, bereavement, holidays, vacation, or Union leave on scheduled days of work shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rate.
- (g) The parties agree the maintenance person and Activity Director are required by the nature of their positions to perform work outside their normal working hours, such work shall not be considered overtime and shall be compensated by taking time off at the equivalent to time worked at a mutually agreed time.
- (h) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Department Supervisor or her

designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

17.02 Shift Premium

A shift premium of (\$.30) per hour to be paid for each hour worked between 11 p.m. - 7 a.m. This also applies to the R.P.N. working 10:00 p.m. to 6:00 a.m.

17.03 Minimum Reporting Pay

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

17.04 Call Back

Where an employee is called back to work after having left the premises and before commencing their next regular shift, they will be given a guaranteed minimum of three (3) hours at time and one-half (1 1/2) the straight time hourly rate for such call back. Provided this shall not apply to a call into work on a scheduled day off. 33.02

17.05 Call-in

- (a) Call in shall mean the calling into work at the Employer's request of an employee on an assigned day off as per the posted schedule and employees will be called into work in the following order Full time first then Part time then Casual status provided that they have not worked a maximum of 75 hours bi-weekly. This will be done according to seniority. This does not require the Employer to call in employees who would be paid overtime.
- (b) Where a call-in is requested within one (1) 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 that the employee completes the shift for which they were called in.
- (c) If the employee reports for work within one (1) hour of the request for call-in then the Employer will guarantee a minimum of three (3) hours work.

17.06 Responsibility Allowance for Work outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out responsibilities of a salaried employee for a period in excess of one-half (1/2) shift, the employee shall receive three dollars (\$3.00) per shift

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

ARTICLE 18 - UNIFORM ALLOWANCE

18.01 Full-time = \$110.00
Part-time = \$55.00

To be paid by separate cheque on December 15th of each year.

ART CLE 19 - HEALTH AND SAFETY

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

19.02 A joint management and employee Health & 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 and who exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtain information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet quarterly.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular overtime.

Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. Minutes of the meetings shall be posted on the Workplace Health & Safety Bulletin Boards.

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

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

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

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

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

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

19.07 Violence

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

19.08 The Employer shall:

- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- ii) inform employees regarding the risks relating to their work and provide training and supervision so that the employees have the skills and the knowledge necessary to safely perform the work assigned to them;
- iii) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

19.09 A worker shall:

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

19.10 Injured Workers Provision

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

19.11 Infectious Disease

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

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

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

19.12 Day of Mourning

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

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

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

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

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

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

19.16 No Harassment

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

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

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

ARTICLE 20 - PAID HOLIDAYS

20.01 The recognized paid holidays for all employees, except part-time Registered Nurses, shall be:

- | | | |
|------------------|---------------------|---------------|
| New Years Day | Victoria Day | Civic Holiday |
| Thanksgiving Day | Employee's Birthday | Boxing Day |

Good Friday
Christmas Day

Canada Day
One (1) Float Holiday

Labour Day

Where the contract provides for a named float holiday, it shall be taken on the day, or within 45 days following the day.

20.02 An employee will not qualify for holiday pay if:

- (a) the employee does not earn wages on twelve (12) days of the four (4) work weeks preceding the holiday;
- (b) the employee does not work his/her regular scheduled day of work preceding and following the holiday unless the employee provides reasonable cause for the failure to work a shift.
- (c) having agreed to work on a public holiday or paid holiday does not report for and perform the work without reasonable cause.

20.03 If an employee *is* required by the Employer to work on a paid holiday, then the employee should receive time and one-half (1 1/2) the regular hourly rate for the hours actually worked, plus the holiday pay.

20.04 (a) In the event that a paid holiday falls on a day in which the employee is assigned to work, the employee will receive the paid holiday earned in 20.03 as a day off with pay at the employee's regular hourly rate at a time mutually agreed to by the Employer and the employee.

- (b) The provisions of Article 20 will apply to both full time and part time employees except that, when a part time employee works on a statutory holiday, the employee will only be entitled to the additional lieu day if the employee had qualified for the holiday.

29.05 An employee who does not qualify for a paid public holiday must be paid time and one-half (1 1/2) the employee's regular rate for each hour worked.

20.06 If any of the paid holidays occur during the employee's vacation period, the employee will receive the holiday if they qualify as per Article 20.02. The additional day shall not be added to the period of vacation unless with the consent of the Employer.

20.07 In the event that a paid holiday occurs on a day when employees are not scheduled to work, the employees will be given another day off, with regular pay if they qualify as per Article 20.02 at a time mutually agreed between the Employer and the employee.

20.08 Christmas Scheduling - Employees will be scheduled three (3) consecutive days off at either Christmas/Boxing Day or New Year's Day. Employees will indicate their preference of holiday off by November 15th of each year. Scheduling of preferences will be by seniority with the understanding that the actual holiday worked will alternate from year to year.

20.09 Employees may bank a "stat in lieu" for a maximum of three (3) months.

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

ARTICLE 21 - VACATIONS

21.01 For the purpose of calculating eligibility, the vacation year will be the period from July 1st to June 30th of the following year. All vacation pay will be paid based on the accumulated amount on the payroll following the closest pay to June 30th.

21.02 A blank vacation schedule will be posted on or before March 1 of the year. Employees will indicate their preference for vacations on the schedule by April 1st. In cases of conflict of preference, seniority will govern. The vacation schedule will be posted by April 15th and shall not be altered without the consent, in writing, of the employee or employees concerned and the Employer. The Employer retains the right to schedule vacations so as to always meet its staffing requirements.

- 21.03 (a) Employees who have less than One (1) year's service as of June 30th of any given year, will receive vacation pay in the amount of Four (4) percent of the total earning accrued up to and including June 30th of any given year but are not eligible to draw vacation time off until one (1) year of continuous service is completed.
- (b) Employees with more than One (1) year of continuous service but less than Three (3) years' of continuous service as of June 30th of any given year, will be granted Two (2) weeks vacation, with pay, at their current rate.
- (c) Employees with more Three (3) years' of service but less than eight (8) years' of service as of June 30th in any given year, will be granted Three (3) weeks vacation, with pay, at their current rate.
- (d) Employees with more than eight (8) years' of service as of June 30th but less than fifteen (15) years, will be granted Four (4) weeks vacation with pay, at their current rate.
- (e) Greater than fifteen (15) years will be entitled to five (5) weeks at their current rate.

- (f) Effective for the purposes of earning vacation in the 2008 vacation year for taking in the 2009 vacation year:

Greater than twenty-eight (28) years will be entitled to seven (7) weeks at their current rate.

21.04 If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 21.05 below.

21.05 All employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis, shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided in accordance with the vacation entitlement for employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

2 week entitlement	4%
3 week entitlement	6%
4 week entitlement	8%
5 week entitlement	10%
7 week entitlement	14%

21.06 Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1800 hours paid equals one (1) year of service.

21.07 Payment of vacation pay on termination of employment will be in the amount the employee is entitled to receive in accordance with the foregoing.

21.08 All normal deductions made from an employee's pay will be made from the vacation pay. Vacation pay will be issued, in accordance with the set vacation schedule or as changed, if at least Two (2) weeks' written notice is given to the pay office.

21.09 Part-time Vacation Pay

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

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

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

21.10 Christmas and New Years Vacation Scheduling

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

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

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 Current Benefit Plans for full-time employees to be continued during the term of this Agreement and agreed to include specific health & Welfare Benefits. The following benefits are available to full-time staff who have completed their probation.

Life Insurance - \$20,000 maximum. 100% Employer paid

Accidental Death & Dismemberment - \$20,000 maximum. 100% Employer paid

Effective February 1, 2008, life insurance and Accidental Dental & Dismemberment coverage will increase to \$30,000.

Major Medical (includes Drugs) - Annual deductible \$25.00 single/\$50.00 family. 100% Employer paid.

Dental - 50% Employer paid - no annual deductible - current O.D.A.

Vision - \$140.00 every 24 months. 100% Employer paid

Effective February 1, 2008 – Vision \$160.00 per 24 month period.

Same sex spouse (as defined in the Family Law Act, must have cohabited for twelve months) are eligible for dependent status for all insured benefits.

22.02 Eligibility for the benefits referred to in Article 22.01 shall be subject to the terms and conditions of the insurance policy. Any dispute as to entitlement to benefits under the plans provided is between the employee and the insurer. The Employer agrees to use his best efforts on behalf of the employee where there is a dispute between the insurer and the employee.

22.03 Change of Carriers

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

22.04 The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

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

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being two percent (2%) of applicable wages.

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

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

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

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

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

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

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

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

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

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

- (i) To be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of first Remittance
 - Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

- (ii) To be Provided with each Remittance
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- (iii) To be Provided Periodically
 - Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
 - Termination date when applicable

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

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

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age and an amount equivalent to the deductions in Article 22.04 will be paid to the employee.

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

- 22.01 – reduce life insurance by 50%
- Extended Health
- Vision Care

– Dental

24.01 (a)– First two weeks of sick leave
In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive the appropriate in lieu paid to part time employees as found in Article 22.06.

- 22.06 (a) Part time employees, except RN's, shall not receive the benefits set out in Article 22, but will receive instead sixty cents (\$0.60) per hour worked after they have completed their probationary periods. Payment of the amount in lieu of benefits shall be made in every two (2) weeks period.
- (b) Effective June 12, 2007, part time RN's will receive in-lieu payments of 8.5%, inclusive of holiday pay.

22.07 Benefit Grievance Resolution

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

- a) The Union or Employer shall file a written grievance within ten (10) days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator from the list of arbitrators hereinafter provided.
- d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- f) The arbitrators for this process shall be Norm Jesin and Laura Trachuk.
- g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

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

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

ARTICLE 23 – INJURY AND DISABILITY

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

- (a) The employee will be eligible for 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**.

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

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

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

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

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

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

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

ARTICLE 24 - SICK LEAVE

24.01 (a) Full-time post probationary employees shall accrue sick leave credits at the rate of 7.5 hours for each 150 hours worked to a maximum of 112.5 hours.

- (b) An employee may not receive more than 112.5 hours of sick leave payment in any calendar year.

24.02 Starting on the third and subsequent sick occurrence in the sick leave year, the employee must provide a doctor's certificate for an illness greater than two (2) days. Should the doctor charge the employee outside of OHIP, the Employer will pay for the certificate when proof of payment has been presented to the Employer.

24.03 In the alternative to 24.02 above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

24.04 The employee may request from the Employer the accumulated unused/used sick time calculations. The Employer shall respond within three (3) working days of the request.

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

24.06 (a) An employee who is absent due to serious illness or injury requiring an employee to be an in-patient in the Hospital prior to receiving their scheduled vacation, shall be entitled to take their vacation, with pay, or the part thereof which has been displaced, at another time.

(b) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided that the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

24.07 Annual Medical and Sick Leave Certificate

The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto.

In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to arbitration.

24.08 UIC Premium Reduction

The employees' share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

ARTICLE 25 - COMPENSATION

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

25.02 Retroactivity

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

25.03 Temporary Transfers

If an employee is temporarily transferred to a higher rated classification by the Employer, such employee shall receive the wage rate of the higher classification for all hours worked in that higher classification. If an employee is temporarily transferred to a lower rated classification by the Employer, such employee shall be paid their regular wage rate for all hours worked in that lower classification.

25.04 When a classification is created, the Home agrees to meet with the Union to discuss the appropriate rate of pay. If this matter is not resolved following this meeting, the matter may be referred to Arbitration within fifteen (15) days as provided by this Agreement.

ARTICLE 26 - BULLETIN BOARDS

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

ARTICLE 27- PAY DAYS

27.01 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 the purposes of this article it is understood that management personnel does not include RN's or RPN's.

27.02 Error on Pay Cheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. The Employer will not demand repayment in an arbitrary manner that would result in undue hardship to the employee. It is the employee's responsibility to prove undue hardship which would jeopardize their health and welfare or the health and welfare of their family. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within two (2) business days from the date it is notified of the error.

27.03 Termination of Employment

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

ARTICLE 28 - INTERPRETATION

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

ARTICLE 29 – PERSONAL FILES

29.01 Letters of Reprimand

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

29.02 Suspension

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

29.03 Viewing the File-Having provided a written request to the Executive Director at least one (1) week in advance, an employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained

therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 30 – PAID EDUCATION FUND

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

ARTICLE 31- TERM

31.01 This Agreement shall continue in effect for a one (1) year Agreement to expire December 31, 2011 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

31.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.

31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations Act, 1980 of the Province of Ontario, and the Hospital Labour Disputes Arbitration Act, 1980, as amended, whichever should first occur.

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this 20th day of January 2011

ON BEHALF OF THE EMPLOYER

D. Richardson
AR

ON BEHALF OF THE UNION

Karen Hayes

**BRIARGATE WAGE RATES
SCHEDULE "A"**

Classification	Effective	Start	3 Months	1 Year	2 Years
			FIT	FIT	FIT
			Casual P/T	Casual P/T	Casual P/T
R.P.N.					
	Expired Rate	18.90	19.25	19.60	19.97
	Jan 1, 2011	19.28	19.64	20.00	20.37
AIDE					
	Expired Rate	12.48	12.87	13.10	13.68
	Jan 1, 2011	12.73	13.13	13.36	13.95
Ass. COOK					
	Expired Rate	14.53	15.03	15.34	15.96
	Jan 1, 2011	14.82	15.33	15.65	16.28
Maintenance					
	Expired Rate	13.68	14.06	14.37	15.03
	Jan. 1, 2011	13.95	14.34	14.66	15.33
	Expired Rate	13.68	14.06	14.37	15.03
	Jan. 1, 2011	13.95	14.34	14.66	15.33
Driver					
	Expired Rate	14.97	15.21	15.33	15.71
	Jan. 1, 2011	15.27	15.51	15.64	16.02
Student/Dietary					
	Expired Rate	10.66	10.90	10.97	11.05
	Jan. 1, 2011	10.87	11.12	11.19	11.27

**LONG TERM CARE WAGES
SCHEDULE "A"**

Classification	Probation	Start	1 year	2 years
Expired Rate	17.222	17.973	18.476	18.967
Jan 1, 2011	18.096	18.332	18.846	19.346
Expired Rate	17.913	18.153	18.632	19.160
Jan 1, 2011	18.271	18.516	19.005	19.543
Expired Rate	18.092	18.344	18.824	19.340
Jan 1, 2011	18.454	18.711	19.200	19.727
COOK 1				
Expired Rate	19.375	19.674	20.227	20.681
Jan 1, 2011	19.078	19.346	19.848	20.373
Expired Rate	22.704	22.957	23.532	23.939
Jan 1, 2011	23.160	23.416	24.003	24.418
MAINTENANCE				
Expired Rate	20.049	20.299	20.739	21.237
Jan 1, 2011	20.450	20.705	21.154	21.662

Bargaining unit staff, save except Registered Nursing Staff (R.N.), while assigned to the Interim Long Term Care operations at Briargate shall be paid wages as specified according to classification and schedule in accordance with the above.

Recognition of Previous Experience – RPN's Only

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

**REGISTERED NURSES
SCHEDULE "A"**

STEP	Jan. 1/09	Jan. 1/11
Start	\$25.02	\$26.77
1 year	\$26.13	\$27.92
2 years	\$27.01	\$28.84
3 years	\$28.48	\$30.37
4 years	\$29.66	\$31.60
5 years	\$31.13	\$33.12
6 years	\$32.53	\$34.58
7 years	\$35.33	\$37.50
8 years	\$38.26	\$40.54

Registered Nursing Staff (R.N.), at Briargate while assigned to the Interim Long Term Care operations shall be paid wages in accordance with the above.

CENTRAL LETTERS OF UNDERSTANDING

1. Re: Credit Check Letters

Upon written request to the Executive Director and with reasonable notice, the Employer will provide an employee a letter of employment in the following format. Employee will not make such requests more than one time per year.

(LETTERHEAD)

Date:

To Whom It May Concern:

This letter will confirm employee has been employed by Employer since date or hire.

Employee is currently employed as a(n) classification. The current hourly rate for this position is \$ _____

Executive Director

Facility

2. Re: Return to Work Program

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

3. Re: Province-Wide Multi-Union Violence in the Workplace Discussion

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

4. Re: Article 15.15 (Trial Period for the duration of this collective agreement)

Subject to Article 15.15 in circumstances where the qualification upgrades are for positions within the home, the employer may grant the request provided that she meets the following conditions:

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

The failure to provide the above will result in the withdrawal of the employer's approval of the requested leave.

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

5. Letter of Intent - Joint Provincial Registered Practical Nursing Committee

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

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

The mandate of the RPNC will be:

- To promote the full scope of practice for cost effective utilization of skills for RPN's in the long term care setting;
- To Aid in the recruitment and retention of RPN's in the long term care industry, such as through a joint RPNC marketing campaign directed at promoting the use of full scope of practice in our settings and the related

career opportunities associated with the provision of the highest standards of quality resident care and services *in* long term care Homes.

- To promote and expand nursing education and the life long learning opportunities in long term care, such as through joint attendance at related job fairs, joint presentations to student RPN's of the advantages of long term care as a career choice.
- To promote nursing education related to College of Nurses professional standards, Ministry of Health guidelines and standards for long term care, and access to RPNAO's educational opportunities and funding and promotion of their standards
- To make Joint representations that benefit the industry as it relates to quality of standards and economic efficiencies in delivery of care.

The RPNC will:

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

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

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

Letter of Understanding

Between

Service Employees international Union, local 1 Canada

And

Revera Long Term operating as Briargate Retirement

The parties agree to the following terms and conditions concerning the newly created 38 bed Interim Long term Care Operations located within the Briargate Retirement Living Centre.

This memorandum is to cover the inclusion of the Interim Long Term Care beds at Briargate Retirement Living Centre until such time as the Interim Long Term Care operations are no longer a part of Briargate.

- 2) The parties recognize that the collective agreement shall apply to those employees in Retirement and Interim LTC operations employed by the Revera Long Term Inc. operating as Briargate Retirement in the Township of Ernestown, save and except Supervisors, persons above the rank of supervisor and office and clerical staff as prescribed in Article 2 – Scope and Recognition and said employees shall carry their seniority and service in accordance with the collective agreement.

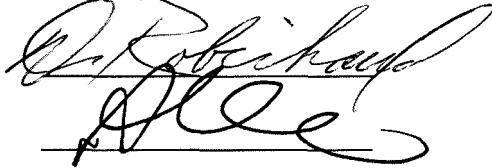
The parties agree that for the purpose of the internal job posting process the H.C.A. certificate is equal to P.S.W. certificate.

- 4) The Registered Nursing Staff (R.N.), at Briargate, save and except the Director of Care (D.O.C.) Supervisors and other members of Management holding that professional designation, in accordance with Article 2. shall be included in the bargaining unit.
- 5) Bargaining unit staff, save except Registered Nursing Staff (R.N.), while assigned to the Interim Long Term Care operations at Briargate shall be paid wages as specified according to classification and schedule in accordance with the current central (Master) agreement between Central Care Corporation (Versa Care) and Service Employees International Union Local 1. (see attached wage Schedule)

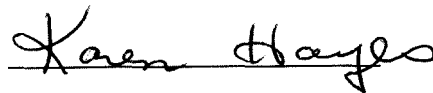
- 6) Registered Nursing Staff (R.N.), at Briargate, while assigned to the Interim Long Term Care operations shall be paid wages in accordance with the appropriate steps (of recent and related experience) of the current central (Master) agreement between Central Care Corporation (Versa Care) and the Ontario Nurses Association. (see attached wage Schedule).

Signed this 20th day of January 2011

FOR THE EMPLOYER



FOR THE UNION



MEMORANDUM OF SETTLEMENT

Between

**Service Employees international Union, Local 1 Canada
(Hereinafter referred to as the Union)**

And

**Briargate Retirement Residence
(Hereinafter referred to as the Employer)**

Re: Grievances: Policy- 13.06.2003
Policy- 20.06.2004
Policy- 20.06.2004

The Parties agree to the settlement of the noted grievances as follows:

1. The Employer undertakes that there will be no reduction in hours or lay-off of R.P.N. staff as a result of the utilization of U.C.P.'s.
2. Minimum education required is a P.S.W. certificate.
3. Training for the position will be provided by the Employer. Training will be determined based on the education level of the candidate. All orientation will be paid time. Training may include but not limited to C.P.R., First Aid and Medication Administration.
4. The wage rate shall be effective upon the execution of this Memorandum.

	Expired Jan 1, 2010	Jan 1, 2011
Start	\$15.95	\$16.27
3 months	\$16.33	\$16.66
1 year	\$16.75	\$17.09
2 year	\$17.17	\$17.51

5. The intent is to augment the number of available part-time employees to offset full-time RPN's regularly scheduled shifts, provide call in replacements, coverage for vacations/leaves or absence replacement, etc.
6. The Employer will continue their recruitment for the classification of R.P.N..

This Letter of Understanding shall form part of the current Collective Agreement.

Signed this 20th day of January, 2011

FOR THE EMPLOYER

D. Reichauf
Alle

FOR THE UNION

Karen Hayes

LOCAL LETTERS OF UNDERSTANDING

1. Re: Notice Boards

The Parties agree that the Employer will provide a lockable notice board to all Homes that do not presently have a lockable notice board.

The lockable board will be for the purposes of posting completed Master Schedules, job competitions and any other management notices.

Such boards will be posted *in* the staff common area and will be purchased within ninety (90) days after the date of ratification/award of the agreement.

The Parties further agree that copies of the Master Schedule shall be given to the Chief Steward as per Article 16.01 (a) of the collective agreement.

2. Re: Call-Ins

Call-in opportunities will be offered in order of seniority with the following guidelines:

- (a) First offer call-in to those full-time workers not regularly scheduled 75 hours bi-weekly up to 75 hours;
- (b) Next offer call-in to those part-time workers up to 75 hours
- (c) Next offer to casual workers.

3. Re: Master Schedules

The parties agree that full-time and part-time shall continue on master schedules.

DATED this 20th day of January 2011

FOR THE EMPLOYER

FOR THE UNION



