

COLLECTIVE AGREEMENT

BETWEEN

TENDERCARE NURSING HOMES LIMITED
C.O.B. AS TENDERCARE LIVING CENTRE, NURSING HOME

(SERVICE FULL-TIME)

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA
(CHARTERED BY THE S.E.I.U. - CLC)

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for its employees at Tendercare Nursing Homes Limited, c.o.b. as Tendercare Living Centre, Nursing Home in the Province of Ontario, save and except those employed as registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, persons regularly employed for not more than twenty-four **(24)** hours per week, and students employed during the school vacation period.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for which the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies.
- 2.04 Where the singular pronoun is used it may be deemed to mean the plural, within the appropriate context.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to: Order, discipline, and efficiently govern the conduct of employees, establish and enforce rules and regulations necessary therefore, but such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering the present rules and regulations or making new rules and regulations the Employer will inform the Union Committee of such alterations or changes.

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.

- 3.02 The Union further acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to hire, retire, discharge, transfer, promote, demote, classify or discipline employees provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee is solely in the discretion of the Employer on a rational basis.

ARTICLE 4 - DEFINITIONS

- 4.01 Permanent part-time employees is hereby defined to be those persons regularly employed on the average more than twenty-four (24) hours per week but less than thirty seven and one-half (37½) hours per week who have completed the probationary period described in Article 9.02. Article 22.12 describes how this Agreement shall affect those persons.
- 4.02 A newly hired employee must successfully complete a probationary period of three hundred and seventy-five (375) hours worked. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.
- 4.03 Approved leaves of absence in excess of seventy-five (75) scheduled working hours during the probationary period will not be considered as working hours for purposes of completing the probationary period requirement.
- 4.04 The terms “regular pay” and “straight pay” when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule “A”.

ARTICLE 5 - UNION SECURITY

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-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 Union 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 day 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 10) it 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 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, picketing, slowdown either complete or partial, and the Employer agrees that there will be no lock-out.

6.02 The words "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the present *Ontario Labour Relations Act* of January 1, 1980, as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) members and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time during the continuance of the Agreement, including the negotiations for the renewal of any agreement. Two (2) members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceedings but excluding any arbitration proceedings.

(b) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the nursing homes in the Province of Ontario, to which the Employer is a party, the Union will elect or otherwise select a negotiating committee of one (1) representative from each nursing home. This representative will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor including all conciliation proceeding but excluding any arbitration proceedings.

7.02 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards.

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 therefore, unless otherwise mutually arranged.

The Employer shall pay representative 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.

7.04 Labour Management Committee

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

7.05 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.

7.06 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.

7.07 Each steward or committee member shall be an employee of at least three (3) months seniority with the Employer in order to be eligible for election to the said position.

7.08 The Nursing Home, will supply the Union with a list of all Supervisory personnel who may be involved in the administration of this Agreement and will revise such list from time to time as is necessary.

7.09 The Union will supply to the Employer the names and titles of all stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

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 Number 1

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

Step Number 2

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

Step Number 3

Should the Administrator fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a

matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within five (5) working days after the decision under Step Number 2 is given, or within ten (10) working days following the meeting under Step Number 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

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

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

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 as an individual or group grievance 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 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, all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Nursing Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Nursing Home.

8.11 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 prorata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
- (d) **Benefits - WSIB or Paid Leave**

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits.

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

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

9.02 Seniority is defined as length of continuous service. The seniority of an employee who has completed the probationary period shall date three hundred and seventy-five (375) hours prior to the date on which the employee completed her probationary period.

9.03 Such seniority will date from the first date an employee actually commenced work for the Employer and will accumulate thereafter. Employees will be regarded as probationary employees until they have acquired seniority as above, provided however, that an employee shall be entitled to the assistance of the Union in settling a grievance. However, the dismissal of a probationary employee shall not be the subject of a grievance.

9.04 Promotions will be based on seniority, provided that the candidates' qualifications and abilities for the job concerned are approximately equal. Seniority will also govern demotion, transfers, lay-offs, recalls, and reduction in staff, subject to the senior employee(s) being able to perform the normal requirements of the job.

9.05 Seniority Lists

- (a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments, 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.
- (b) Should there be a tie of date of hire of two (2) or more full-time employee's, the tiebreaker used shall be a lottery.
- (c) When compiling a seniority list in July and January of each year, the Employer shall calculate the hours for persons working less than full-time for the past six month period. The average hours worked for permanent part-time employees during that six month period shall be the hours used for calculating purposes under Article 22.13 - Permanent Part-time Employee Benefits.

- (d) Seniority lists containing the names of all employees and their respective dates of hiring will be posted on the Official Union Bulletin Board and will be revised every six (6) months.
- (e) The Employer will supply the Union Committee Chairperson with sufficient copies of the Seniority List for the Stewards and Committee Members as well as forwarding a copy to the Local Union Office.
- (f) The Employer will notify the Union Committee Chairperson on a monthly basis of the names of all new employees and their effective dates of hiring and also the names of all employees terminating and their effective dates of termination.

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 for more than thirty-six (36) months by reason of lay-off; 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 - JOB SECURITY

10.01 Lay-Off and Recall

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

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. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

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

10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skills 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) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
 - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.

- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

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.

- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

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

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the lay-off should it become vacant within twelve **(12)** months of being recalled, if the qualifications for the job have not changed.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten **(10)** working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty **(20)** days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

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.

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

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

10.06 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 11 -JOB POSTING

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

The Employer agrees to provide the chief steward with a copy of each job posting 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 No external applications will be considered until the internal process is exhausted.

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.

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 seniority of the applicants. Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

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

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%) working hours. The trial period may be extended by mutual agreement, but in any case, no longer than

an additional one hundred and twelve and one-half (112%) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

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

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

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

- 11.06 It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees.
- 11.07 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.
- 11.08
 - (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 one (1) year equals 1800 hours.

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

11.09 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 11.08. 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 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 fourteen (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.

11.10 Employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

11.11 Permanent Transfers

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

ARTICLE 12 – NO CONTRACTING OUT

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

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 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 into 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 Personal Leaves

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

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

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

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

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, and may begin no earlier than seventeen (17) weeks before the expected birth date.

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

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

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

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

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in

receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (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 unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the **SUB** payments.

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 pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

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 cannot be used.
- 15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 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 child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out in paragraph (c) above (or earlier) by given giving the employer written notice at lease least four (4) weeks before the last day of the leave.

- (e) Notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

The regular hourly rate shall be calculated to include all of the employee's in _____ earnings as defined by the _____ 1 _____ 11

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

- (9) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 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 Nursing Home.

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

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without **loss** of pay, ending with the 2nd day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without **loss** of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to **two** days ending no later than the day of the funeral.

- (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 on the death of his or her aunt or uncle, niece or nephew.
- (f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

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 Nursing Home, the employee shall not lose regular pay because of such attendance, including the selection and all preliminary processes, provided that the employee:

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

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 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.

15.17 Election to Public Office

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

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

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 26 (twenty-six) week period in accordance with the *Employment Standards Act* which requires a certificate from a qualified medical practitioner.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.

- (d) The Record of Employment (ROE) will be provided immediately following the seventh (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 (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.
- (b) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for seven and one-half (7½) hours, notwithstanding the fact they have worked either six and one-half (6½) or eight and one-half (8½) hours.
- (c) 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 covering a two (2) week period will be posted two (2) weeks in advance.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1½) for all hours worked.
- (c) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period will not qualify for overtime on an assigned day off as stipulated in Article 16.01 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (d) The Employer will endeavour to arrange shift schedules such that all employees will receive one (1) weekend off in three (3).

16.03 Lunch or Meal Periods

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 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay without increasing the regular working hours as follows:

<u>Shift Length</u>	<u>Breaks</u>
- Up to, and including 5.5 hours	1 – 15 minute break
- More than 5.5 hours	2 – 15 minute breaks

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

The Employer will supply tea and toast and when available coffee, free of charge to all employees on rest periods.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

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

17.02 Shift Premium

- (a) The Employer agrees to pay to all employees a rotation shift premium of twenty-eight cents (\$0.28) per hour for all hours worked when the majority of hours so worked fall between 4:00 p.m. of one day and 5:00 a.m. of the next day.
- (b) In no event shall there be any pyramiding of benefits or payments.
- (c) Weekend Premium

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

17.03 Minimum Shift Allowance

Employees scheduled to work and who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available will be paid for at least four (4) hours. This shall not apply in cases of acts of God or any labour dispute or conditions beyond the control of the Employer.

17.04 Call In

- (a) "Call-in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour

of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

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

17.05 Call Back

- (a) When an employee is called back to work after leaving the Nursing Home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.
- (b) Where a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a call back premium but in no case shall the employee collect two call backs within the first four (4) hours from the time of the first call, or any subsequent four (4) hour period.

17.06 An employee who is called into work as a replacement for an absent employee, after that employee's shift has started and who completes six (6) or more hours of work, will be paid for the full shift.

17.07 Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
- (b) Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

17.08 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 - ALLOWANCES

18.01 Uniform Allowance

- (a) The Employer agrees to pay a uniform allowance of seven cents (\$0.07) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.
- (c) When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and 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 and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month.

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

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

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

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the 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 a 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 will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

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 employees have the skills and 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 devices or clothing that the worker's 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 the regulations or the existence of any hazard of which he or she knows.

1: Injured Workers Provisions

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 a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

19.11 Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing 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, decontamination of equipment, and disposal of hazardous waste.

19.12 Health and Safety Clothing and Equipment

The Employer shall provide all employees working in any potentially hazardous jobs with all the necessary tools, equipment, and protective clothing required. These shall be maintained and replaced where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

19.13 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.

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

19.15 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

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

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

19.17 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 complaint 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 holidays without loss of pay for this Agreement shall be:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	(1) Float Day

Due to the nature of the services necessary in a Nursing Home, many of the employees may be required to work on those holidays.

20.02 An employee who is required to work on any of the above-named holidays will receive at the employee's option either:

(a) Pay at the rate of time and one-half (1%) of the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular pay,

- or -

(b) pay at the rate of time and one-half (1%) of the employee's regular rate of pay for work performed on such holiday, and in lieu, a day off either thirty (30) days before or 30 days following the holiday. Such lieu day off to be selected by the employee and his/her supervisor by mutual agreement.

- 20.03 In general, employees will alternate with each other in being absent from work on holidays; for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.
- 20.04 Employees who work on Christmas Day or New Year's Day in a given year will not be required to work that same holiday the following year. However, employees' requests to be off on the same holiday two years in a row will be granted based on seniority and operational requirement.
- 20.05 In order to qualify for payment for the above mentioned holidays, an employee must work his regular working day immediately prior to and his regular working day immediately following the holiday.
- However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply.
- 20.06 If one of the above named holidays occurs on an employee's regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks after the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer. If an employee has met the qualifiers for a Paid Holiday, he/she is deemed to have qualified for lieu day pay for that holiday.
- 20.07 Employees will be able to stack three (3) statutory lieu days to be taken within three (3) months by mutual consent by the Employer and employee having due concern for the welfare of the Home.
- 20.08 For the purpose of clarity the Paid Holiday shall be the twenty-four (24) hour period beginning with the shift commencing after 11:00 p.m. on the evening preceding the Paid Holiday.
- 20.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 21 - VACATIONS

- 21.01 Vacations with pay shall be granted to all regular full-time employees and proportionately for less than full-time employees in the bargaining unit on the following basis:

Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of

service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

Length of Service with the Employer as of May 31	Vacation Time-Off	Pay as a percentage of earnings in year ending May 31
Less than 12 months (continuous)		4% of gross earnings
12 months and over (continuous) but less than 3 years	2 weeks	with pay at their current rate
3 years and over (continuous) but less than 8 years	3 weeks	with pay at their current rate
8 years and over (continuous) but less than 15 years	4 weeks	with pay at their current rate
15 years and over (continuous) but less than 23 years	5 weeks	with pay at their current rate
23 years and over (continuous) but less than 28 years	6 weeks	with pay at their current rate
28 years and over (continuous)	7 weeks	with pay at their current rate

21.02 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 21.03 below.

21.03 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%
6 week entitlement	12%
7 week entitlement	14%

21.04 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut off date. Employees shall not waive vacation and draw double pay.

21.05 Employees who have lost their seniority and have terminated their employment as set out in Article 9.06 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

21.06 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) months 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.

21.07 Seriously Ill Prior to Vacation

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

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

Same sex spouse will be eligible to be a dependent for insured benefits.

22.01 The Employer agrees to pay 100% of the billed premium rate under the Ontario Health Insurance Plan (O.H.I.P.) for all employees with seniority.

22.02 The Employer will continue a Group Life Insurance Plan providing life insurance of \$30,000 per employee for all employees. The Employer shall contribute 100% of the premiums for the Group Life Insurance Plan.

Note: Employees must work at least one day after the life insurance improvement to be eligible for the improvement.

22.03 The Employer will pay 100% of the billed premium rate for the Extended Health Care Plan.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

The Employer will continue the drug card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription (positive enrolment to be included).

22.04 The Employer will pay 100% of the billed premium rate for a Vision Care Plan in the amount of \$160.00 every 24 months.

22.05 Dental Plan (Blue Cross #9 or its equivalent) to be continued. 50% of the billed premiums to be paid by the Employer and 50% to be paid by the employees. The ODA fee guide will be based on a one (1) year lag.

Fluoride treatments will be covered only for persons under the age of 18 years. For persons 18 years and older recall is on a 9 month basis.

22.06 The Employer will provide a \$300.00 Hearing Aid Benefit one hundred percent (100%) Employer paid.

22.07 The Employer will provide each employee with full details of the current benefit plans.

22.08 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.

22.09 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 to be selected alternately 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.
- (9) the arbitrators for this process shall be Norm Jesin and Laura Trachuk. 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.
- (g) 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.

22.10 The Nursing Homes and Related Industries Pension Plan

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

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

"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.

- (b) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four (**4%**) percent of applicable wages to the Plan. The Employer shall match such contributions, the amount being four (**4%**) percent 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.

- (c) 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.
- (d) 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.

- (e) 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-5 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 required 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 information at reasonable cost to 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 file.

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

- (9) 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.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.10 will be paid to the employee.

22.11 Employees who continue to be employed past age sixty-five (65) shall be eligible for the following benefits under the same cost sharing basis as active employees:

- 22.03 - reduce life insurance by 50%
- 22.04 - Extended Health
- 22.05 - Vision Care
- 22.06 - Dental
- 22.07 - Hearing
- 22.12 - Prorata Formula
- 24.01 (b) - First two weeks of the short terms sick leave.

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive \$0.40 in lieu to part-time employees. Any such employee who works past age seventy (70) and was employed by the Employer as of the date of the last Memorandum of Settlement respecting the 2004-2007 collective agreement shall have the option of choosing either the \$0.40 in lieu provision or the pre-existing in lieu provision, if any.

22.12 Permanent Part-Time Employee Proration Formula Benefits

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 950 and then multiplying by 100.

(The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- (a) pregnancy leave
- (b) parental leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days

proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay - based on proration formula, based on hours regularly worked - 4 hours shift = 4 hours pay. Vacation pay - percentage(%) of gross earnings.

22.13 New Hires

All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

ARTICLE 23 - INJURY AND DISABILITY

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

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

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 effected by the returning employee, displacing the employee with the least seniority in the category to which she is returning.)

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

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

Note: The following provision applies to employees working more than 45 hours biweekly who have prorata benefits. The provision below identifies the benefit applicable to a 37.5 hour per week employee. The prorata formula would apply to this new provision in the same way that it currently applies to the weekly indemnity provision.

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

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below. The Employer must file the Record of Employment within five (5) calendar days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 22.09.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments cheques

shall be mailed directly to the employees Home or paid by direct deposit.

- (a) Weekly Indemnity participation is voluntary for all employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above;
 - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
 - (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
 - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.
- (9)** 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 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.

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

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

The Employer shall exercise discretion in making such requests.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, 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.

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two **(2)** hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half **(1½)** hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in **loss** of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.

24.02 Full-time/Part-time Sick Leave Transfers

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article **24.01** of this Agreement.

24.03 In the event the Nursing Home requires an employee to undergo a medical examination, the employee will be given reasonable paid time off to see the physician or to undergo the examination in the Home, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the Home, the physician's report is inadequate and a further consultation is required, then the second visit will be on the employee's time or during working hours without pay.

24.04 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.

24.05 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.

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, 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.

24.06 Workplace Safety and Insurance Board Challenge

In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 24. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 25 - COMPENSATION

25.01 During the term of this Agreement the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

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

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

25.04 New Classification

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

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

25.05 Wage Progression

- (a) Employees within their position classification will progress from the “start rate” to the “one year rate” and so on, on the basis of 1,950 hours

worked at the “start rate” to the “one year rate” and so on. Hours worked and paid for by the Employer, and hours not worked and paid for under the Workplace Safety Insurance Act shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

- (b) Hours worked and hours paid for by the Employer during an employee's probationary period will be included for purposes of wage progression.

ARTICLE 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 agrees that wages will be paid bi-weekly. Employees will be paid wages for each pay period including any overtime or premium pay due the employee for such pay period on Friday following the pay period. Where the hours of work are averaged over a ~~two~~ (2) week period, the ~~two~~ week period will be the same ~~two~~ (2) weeks as the pay period.

27.02 Employees will be paid on Friday during working hours on the following basis:

- (a) The night shift will be paid prior to completing the Friday a.m. shift.
- (b) All other employees will be paid during the day shift on Friday not later than 2 p.m.
- (c) Employees who are off on Friday will be paid on Friday not later than 2 p.m.

27.03 The Employer shall provide, in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the stub is not handed to them directly by office or management personnel. For purposes of this article it is understood that management personnel does not include RN's or RPN's.

The Employer shall provide, in the case of a digital pay system, confidential digital access to their pay stub.

27.04 In the event that a regular pay day falls on a Paid Holiday, the employees will be paid on the day immediately preceding the normal pay day.

27.05 In the event an error is made in excess of ten dollars (\$10.00) on an employee's pay cheque, it shall be corrected within the next two (2) bank business days.

27.06 Errors on Paycheques

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. 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 three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

27.07 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 - PERSONNEL FILES

28.01 Letters or 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.

28.02 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, reversed at arbitration or by settlement.

28.03 Viewing the File

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

ARTICLE 29 – TECHNOLOGICAL CHANGE

- 29.01 (a) Technological change means the introduction of equipment different in nature, type or quantity from that previously utilized, a change related to the introduction of this equipment, in the manner in which the Employer carries on his operations and any change in work methods and operations affecting one or more employees.
- (b) The Employer agrees to notify the Union at least three (3) months in advance of the change.

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 Employees' International Union Local 1.on.

ARTICLE 31 - GENERAL

31.01 The Employer requires each staff member to confirm in writing by December 15th of each year their current address and telephone number. In addition all changes are to be given in writing on the shift following any change of information.

31.02 Staff Information

Employees in the bargaining unit are required to provide the Employer with their current address and current telephone number.

ARTICLE 32 - TERM

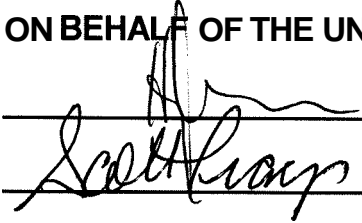
- 32.01 This Agreement shall continue in effect until September 15, 2011, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 32.02 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.
- 32.03 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 Ontario Labour Relations Act, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

Signed this 20th day of July, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



SCHEDULE "A"

Classification	Step	01-May-09	01-May-10
Dietary, Laundry & Housekeeping Aides	Probation	17.750	18.105
	Start	17.967	18.326
	1 Year	18.472	18.841
	2 Year	18.965	19.344
Attendant Act. Aide	Probation	17.938	18.297
	Start	18.155	18.518
	1 Year	18.660	19.033
	2 Year	19.154	19.537
PSW Cert. Act. Aide	Probation	18.126	18.489
	Start	18.343	18.710
	1 Year	18.848	19.225
	2 Year	19.330	19.717
Cook	Probation	19.442	19.831
	Start	19.659	20.052
	1 Year	20.212	20.616
	2 Year	20.670	21.083
RPN	Probation	22.722	23.176
	Start	22.939	23.398
	1 Year	23.468	23.937
	2 Year	23.914	24.392

Wage Progression: In accordance with Article 25.05

Health Care Aide: Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer.

The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.

Activity Aide Certified: Activity Aide certified classification for Activity Aides with Health Care Aide Certificate or Recreation Certificate.

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.

LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

RE: USE OF AGENCY STAFF

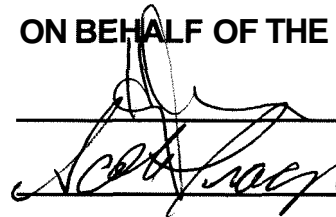
The Employer agrees to use its best efforts to ensure that agency staff will not work full shifts as replacements due to illness, etc., while bargaining unit employees remain on half shifts, provided such employees inform the Employer in advance of their availability.

DATED this 20th day of JULY, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

RE: VACATIONS

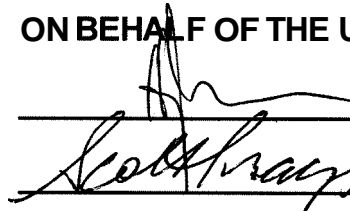
Vacations of 4 weeks or less must be taken in not more than 2 week periods between June 01 - December 31 and January 01 - May 31. No 3 or 4 week vacation requests will be considered unless management receives a written request for special consideration. Employees with 5 week vacation allowance will be allowed no more than 3 weeks during any 6 month period, unless management receives a written request for special consideration.

DATED this 20th day of JULY, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, (NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 11 CANADA

RE: WEEKENDS OFF

Union Committee will study time schedule to determine if it is practical to schedule staff to be off every other weekend.

Union Committee will study time schedule to determine if staff can be scheduled to work ten (10) days in a pay period without any lay-off or reduction in hours of work.

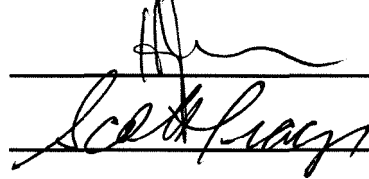
Management will endeavour to schedule staff to be off every other weekend, and to work ten (10) days in a pay period if and when the Ministry of Health funds additional staffing subject to the Employers' deployment needs for professional staffing.

DATED this 20th day of July, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING

BETWEEN

TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, (NURSING HOME)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL CANADA

RE: HEALTH AND SAFETY

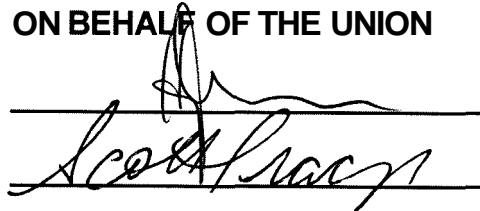
The Union, wherever possible, encourages members of the bargaining unit to be members of the Health and Safety Committee on a one-year rotating basis.

DATED this 20th day of JULY, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF INTENT

BETWEEN

TENDERCARE NURSING HOMES LIMITED
TENDERCARE LIVING CENTRE, (NURSING HOME)

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

RE: SICK LEAVE

The Employer will deliver the following Letter of Intent:

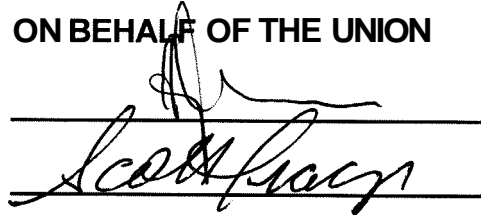
Employees will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefor to the extent that it is able to do so.

DATED this 20th day of JULY, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

RE: LIEU DAYS ON WEEKENDS

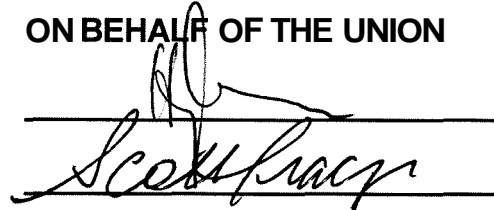
The parties agree: Upon the request of an employee and with the expressed permission of the scheduler, lieu days may be taken on weekends providing operational requirements are met.

DATED this 20th day of JULY, 2011

ON BEHALF OF THE EMPLOYER



ON BEHALF OF THE UNION



LETTER OF UNDERSTANDING

BETWEEN

**TENDERCARE NURSING HOMES LIMITED
(TENDERCARE LIVING CENTRE, NURSING HOME)**

AND


SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

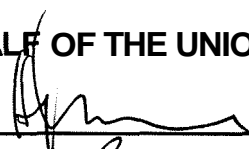
RE: VACATION SCHEDULING

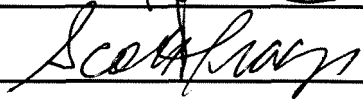
In addition to Articles 21.03 and 21.07 of the Collective Agreement, the following vacation scheduling procedure shall be instituted.

- (a) Vacations falling in the period from the beginning of the schedule following the "Christmas schedule" (around January 15th) through May 31st must be made by September 15th of the previous calendar year. Approvals and/or denials of requests received by September 15th will be made by November 1st according to seniority in each department but shall finally be determined by the Administrator having due concern for the proper operation of the Home. Requests received after September 15th will be on a first come, first served basis.
- (b) Vacations falling in the period June 1st through September 14th shall continue to be scheduled in accordance with Article 21.03 of the Collective Agreement.
- (c) Vacations falling in the period September 15th through to the end of the schedule preceding the Christmas schedule (around December 14th) must be made by May 31st. Approvals and/or denials of requests received by May 31st will be made by July 15th according to seniority in each department but shall finally be determined by the Administrator having due concern for the proper operation of the Home. Requests received after May 31st will be on a first come, first served basis.
- (d) For easy reference see the Chart, attached hereto as Appendix "A"

DATED this 20th day of July, 2011

ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION




APPENDIX "A"

VACATION PERIOD	DEADLINE FOR REQUESTS	DEADLINE FOR APPROVALS
January 15 th (approx. *) May 31 st	September 15 th of previous calendar year	November 1 st
June 1 st – September 14 th [Summer schedule]	March 15 th	May 1 st
September 15 th December 14 th (approx. **)	May 31 st	July 15 th
December 15 th – January 14 th [Christmas schedule]	1 st come, 1 st served	

* to coincide with the end of the "Christmas Schedule"

** to coincide with the beginning of the "Christmas Schedule"

PAY EQUITY AGREEMENT

BETWEEN

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

and

**THE PARTICIPATING NURSING HOMES
(for the Nursing Homes listed in Appendix "A" of the
Terms of Reference signed by the parties)**

This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer.

The parties agree that the classifications in the collective agreements constitute female job classes and the current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The parties agree that the 3% payment in 1995 which exceeded the employer's minimum obligation by 2%, carries forward and captures the obligations up to and including the expiry dates of the prior collective agreements.

The adjustments in the Memorandum of Settlement dated December 18, 2000 resolve all current outstanding issue of Pay Equity and the obligations under the Proxy Pay Equity plan for 2001, 2002, 2003 and to the expiry of the agreements negotiated on December 18, 2000. The parties further agree that the following additional pay equity adjustments resolve the remaining pay equity obligations and will be paid on the following dates:


Agreement renewal date in 2004 – 15 cents per hour
Agreement renewal date in 2005 – 15 cents per hour

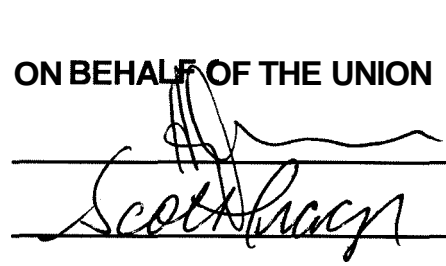
Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the Memorandum of Settlement.

The parties agree that this agreement satisfies any and all requirements of the Pay Equity Act and following the final pay equity adjustment in 2005, the complete \$1.50 will have been paid and Pay Equity will have been achieved.

DATED this 26th day of JULY, 2011

ON BEHALF OF THE EMPLOYER


ON BEHALF OF THE UNION


CENTRAL LETTERS OF UNDERSTANDING

1. Letter of Understanding re. Upgrading or Acquiring Educational Qualifications

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

Failing agreement, this matter may be referred to Arbitrator M. Teplitsky. The Arbitrator will remain seized of this issue.

2. Letter of Understanding re: Credit Check Letters

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

(Letterhead)

Date

To Whom it may concern:

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

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

For the calendar year (year), (employee's) earnings, per T4 statement, were \$

Administrator

Facility

3. Letter of Understanding re: Central Negotiating Committee

Where the parties agree to renegotiate this agreement using central negotiations, the Union shall appoint or elect a Central Negotiating Committee as stipulated by the Terms of Reference for the Central Negotiating Process for the purpose of negotiating amendments to the collective agreement.

4. Letter of Understanding re: Sick Leave - Prescheduled Hours

Part-time employees who elected status quo and remained in the sick leave plan will be entitled to payment from their accumulated sick leave credits for prescheduled hours in accordance with the sick leave article. The Employer will preschedule for absences once it has knowledge therefore to the extent that it is able to do so.

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

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

6. 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 two (2) weeks of commencement of the program.
- The employee must immediately notify the employer, within two (2) 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.

7. 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.