

**Unit # 13/13A**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**RYKKA CARE CENTRE LP  
AT**

**HAWTHORNE PLACE CARE CENTRE**

**- AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**(FULL-TIME and PART TIME)**

**EFFECTIVE: September 15, 2015**

**EXPIRES: September 21, 2016**

**14313 (04)**

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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, 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 all its Employees at Hawthorne Place Care Centre in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, persons regularly employed for not more than twenty-two and one-half (22½) hours per week and students employed during the school vacation period.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.
- 2.06 The Union and Employer agree to abide by the *Human Rights Code*.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and, without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing Employer;

- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Local Union. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee.
- (c) to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline Employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed her probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely at the discretion of the Employer on a rational basis;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the nursing Employer. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 Permanent part-time employees are hereby defined to be those persons that regularly work on the average more than forty-five (45) hours bi-weekly but less than seventy-five (75) hours bi-weekly who have completed the probationary period described in Article 9.02. Article 22.13 describes how this Agreement shall affect those persons.
- 4.02 Permanent part-time employees shall be known as probationary employees until they have worked three hundred and seventy-five (375) working hours..
- 4.03 The seniority of a permanent part-time employee, who has completed the probationary period requirement, shall date three hundred and seventy-five (375) working hours prior to the date on which the employees completed her probationary period.
- 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”.

#### 4.05 Unscheduled Part-Time

An unscheduled part-time Employee is a part-time Employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such Employee has the option of refusing work when it is made available to her, however, it is also understood that an unscheduled part-time Employee who has provided availability cannot unreasonably or consistently refuse to work shifts.

### **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 employees because of membership in the Union.

5.02 (a) All employees who are in the employ of the Employer at the signing date of this Agreement and all new employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and also be subject to a one time union dues administrative assessment for newly hired employees and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first (1<sup>st</sup>) month of hire.

(b) The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, classifications, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

5.03 (a) Deductions shall be made from **each pay** and forwarded to the Union Office on or before the **15<sup>th</sup> of the following month** in which the deductions are made, where practicable.

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

5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability in 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 an employment for the purpose of informing such Employee of the existence of the Union in the nursing Employer, and of ascertaining whether the Employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

#### 5.06 Employment of Disabled Employees

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

### **ARTICLE 6 - NO STRIKES OR LOCK-OUTS**

6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act*, as amended.

### **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

- 7.01 (a) It is mutually agreed that, where negotiations are conducted on a joint basis between any or all of the nursing homes, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each nursing home.
- (b) If negotiations are carried on individually for any or all of the nursing homes, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) Employees, one (1) of which shall be the Chief Steward.
- (c) All members of the committee shall be regular Employees of the Employer who have completed their probationary period.
- (d) The nursing home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

- 7.02 The Employer will recognize a Union Administrative Committee for both the full-time and part-time bargaining units, which shall consist of a Chief Steward and four (4) stewards, at least one (1) of which shall be a member of the part-time bargaining unit. Not more than two (2) committee members shall meet with Management at one (1) time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time.

All members of the committee referred to above shall be regular employees of the Employer who have completed their probationary period.

- 7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

The Employer shall pay representatives and Committee members their respective wages for all time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the 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.

With prior agreement of the Administrator or designate, the Union Representative who has been assigned in writing by SEIU Local 1 Canada to the bargaining unit may have access to their members for servicing duties. Such agreement shall not be unreasonably withheld. Notwithstanding the above, it is understood and agreed that the activities of the Union Representative shall not disrupt the normal operations of the Home. The Employer may designate an area of the building where such access will take place.

#### 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. Meetings 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 Representative 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.

### **ARTICLE 8 – GRIEVANCE AND ARBITRATION 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 two (2) 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 Director of Administration. A meeting will then be held between the Director of Administration or his designated representative and the employee. It is understood that at such a meeting the Director of Administration 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 Director of Administration or his designated representative shall be given in writing within five (5) working days following the meeting.

### Step Number 3

Should the Director of Administration 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 **eight (8) working** days and disposed of within **eleven (11) working** days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee, who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Administration within **eight (8) working** days after the employee is notified of his discharge or within **eight (8) working** days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure prior 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 re-instating 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), 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. **Failing settlement the parties will meet within ten (10) working days in an attempt to resolve the issue.** Failing settlement, the grievance may be referred to arbitration by the Employer in accordance with **Article 8.10**.

### 8.07 Union Policy Grievance

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

### 8.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Department Head or his/her designate within seven (7) **working** 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) **working** 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 **shall be scheduled** within **twenty (20) working** 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, **unless otherwise mutually agreed.**

- (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) **working** 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, **unless otherwise mutually agreed**. 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) **working** days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) **working** 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) **working** 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) **working** 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) **working** 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) **working** 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 calendar 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 Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata 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 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 layoff 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. **This provision shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.**

- (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 A newly-employed employee must successfully complete a probationary period of three hundred & 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.

The seniority of a employee who has completed the probationary period shall date three hundred & seventy five (375) hours prior to the date on which the Employee completed her probationary period.

9.03 In cases of promotions, demotions or permanent transfer of employees, the qualifications, experience, ability and seniority of the employees shall be considered.

9.04 Any question having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the Arbitration provisions.

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, and their seniority 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 employment of two (2) or more full-time employees, the tiebreaker used shall be a lottery.

(c) When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six (6) month period. The average hours paid for permanent part-time employees during that six (6) month period shall be the hours used for calculating purposes under Article 22.13 - Permanent Part-Time Employee Proration Formula Benefits.

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 and is not subsequently reinstated through the grievance procedure; or

(b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the Employee will return to work within the near future; or

- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of layoff; 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 work on such leave and if an employee does engage in gainful work 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 ceased her relationship with her Employer without notice.

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

9.07 The Employer will notify the Employee when her benefits will cease.

9.08 Nursing Employer Transfers

The Employer agrees that employees may be permitted to transfer from one (1) nursing Employer to another nursing Employer in the chain in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions.

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the nursing home to which they would like to transfer, within thirty (30) days of ceasing her relationship with the former nursing home. Such notice shall include the Employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.
- (b) An applicant, who is permitted to transfer from one (1) nursing Employer to another as a result of this transfer procedure, will retain any seniority that they had previously accrued and the applicable wage rate shall be paid according to the position to which the Employee transferred. However, an employee so transferring will only be able to exercise nursing home seniority for purposes of transfers, promotions, layoffs and reductions in staff.



- (c) In the event an employee is employed (not transferred) into this nursing home and has recent/related experience at another nursing home, in the same chain clause (b) above shall apply as it relates to seniority and wage rate.

## **ARTICLE 10 – JOB SECURITY**

### **10.01 Layoff and Recall**

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

In the event of a layoff of a permanent or long-term nature, the Employer will provide affected Employees with notice in accordance with the *Employment Standards Act*. However, the *Employment Standards Act* 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 Layoff Procedure**

(a) Where a surplus of employee(s) within a classification exists on a shift, the Employer may serve a notice of lay-off to the most junior employee(s) in the same classification on that shift. However, if the employee(s) thus served with notice have greater seniority than an employee(s) on another shift in the same classification; they may bump such most junior employee(s).

(b) A Employee who is subject to layoff shall have the right to either:

- (i) accept the layoff; or
- (ii) first (1<sup>st</sup>) bump a Employee with less bargaining unit seniority within 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 a 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 layoff staff 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 ten percent (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 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 a 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 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 layoff. Employees failing to do so will be deemed to have accepted the layoff.

### 10.03 Recall Rights

- (a) An employee shall have opportunity of recall from a layoff 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 was laid off shall have the privilege of returning to the position held prior to the layoff 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 her intention to return to work within three (3) business 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 (2<sup>nd</sup>) day following the date of mailing) and return to work within ten (10) business days (exclusive of Saturdays, Sundays and Paid Holidays) 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 her proper address being on record with the Employer.
- (e) Employees on layoff or notice of layoff 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 layoff
- (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 Layoff

In the event of a layoff, provided the employee deposits with the Employer 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 layoff occurs, or until the laid-off employee is otherwise 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, one (1) year full-time seniority = one thousand eight hundred (1,800) 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 which are 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 job(s) or vacancies for a period of seven (7) calendar days and shall stipulate the qualifications, classification, rate of pay, department, approximate start date (if known), and initial assignment (shift and floor), before new Employees are hired, in order to allow Employees with seniority to apply.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The Employer shall, after the completion of the job posting procedure, post for at least seven (7) calendar days 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 she 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 (10<sup>th</sup>) day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

11.04 All applications received will be considered within seven (7) days of the end of the posting procedure. In the event one (1) or more Employees apply, the Employer shall consider the qualifications, experience, ability and 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 (337½) 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 (112½) 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 Employer. 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 Employer. 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 one thousand eight hundred (1,800) hours.

A 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 one thousand eight hundred (1,800) 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 (37½) hours a week shall be given the first (1<sup>st</sup>) 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 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 her temporary position, unless an opportunity arises which allows a part-time employee to bid on a temporary full-time posting.

Part-time employees who fill temporary full-time positions shall continue to be treated for all purposes as part-time employees. However, if the part-time employee continues in the temporary position for more than 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. The "waiting period" for eligibility for benefits will be deemed to have been served. 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 (1<sup>st</sup>) 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, she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred. 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 her 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 she was transferred. Seniority for pay purposes shall include seniority on the job she is being transferred from.
- (c) Subject to (a) and (b) above, a part-time employee, changing her status to that of a full-time employee, covered by this full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status, she shall suffer no loss of basic wage rate 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 layoff 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 to a part-time position, it will advise the Union and discuss its plans with them.

### **13.03 Full-time/Part-time Ratio**

So long as a full-time position exists there will be no splitting of that position into two (2) 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 Agreement. In implementing this provision the parties shall seek the least expensive unionized alternative.

## **ARTICLE 15 - LEAVES OF ABSENCE**

15.01 The Administrator (or designate) may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that she 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. Such response will be provided to the Employee within three (3) business days of receipt of the request, excluding weekends and holidays. 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* 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 her employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) 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 four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 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 supplemental unemployment benefits ("SUB").

An employee on pregnancy leave who is in receipt of employment insurance pregnancy leave benefits shall be paid SUB.

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 employment insurance 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 employment insurance benefits during the unemployment period as specified in the plan.

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

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

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

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the employment insurance system.

The SUB top-up by the Employer would not take into account employment insurance 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 perform her duties, with a certificate of a legally qualified medical practitioner stating that she was not able to perform her duties because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her 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 any 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 15 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 position, and former shift, if designated.

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

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

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

15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included 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 by the Employer for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first (1<sup>st</sup>) 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 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 (1<sup>st</sup>) 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 giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (e) Effective July 1, 2005 notwithstanding Article 15.11 (a) above, a 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 (1<sup>st</sup>) came into care or custody of the employee to be eligible to be paid SUB payments.

An employee on parental leave who is in receipt of employment insurance parental leave benefits shall be paid SUB payments.

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 employment insurance 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 employment insurance 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 will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit.

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

The regular hourly rate shall be calculated to include all of the Employee's insurable earnings as defined by the employment insurance system.

The SUB top-up by the Employer would not take into account employment insurance insurable earnings from sources other than this facility.

- (f) 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' clear 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 Employer 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 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 a employee's spouse, (to include same sex partner), child or stepchild, a Employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.
- (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) consecutive calendar days without loss of pay.
- (c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) In the event of a delayed internment, an employee may save one (1) of the days identified above without loss of pay to attend the internment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of 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 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 Employer, 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 Employer immediately on the employee's notification that she will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance; and
- (c) deposits with the Employer 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 shall 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 her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

#### 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 (7<sup>th</sup>) day of such leave.

**15.19 Clarification re EI from Multiple Workplaces**

- If**
- (i) an employee qualifies for EI; and**
  - (ii) an employee's EI payment reflects his/her employment at two or more places of employment;**

**and an employee goes on sick leave, pregnancy or parental leave (and is entitled to receive a top-up under the terms of this collective agreement), it is the responsibility of the Employer to provide a calculation of the top-up entitlement between the EI percentage of regular earnings (i.e. the average earnings from the Employer's ROE) and the top-up level in the agreement applied to the same earnings.**

**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) It is mutually agreed that existing arrangements for lunch periods in the various nursing Employers will continue as practiced at the date of signing of this Agreement.



- (c) 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) hours or eight and one-half (8½) hours.
- (d) Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes however, the entire period shall be considered overtime for the purposes of payment.

#### 16.02 Work Schedule

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Upon request, the chief steward will be provided with a copy of the posted schedule. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.
- (b) The Home shift schedules covering a four (4) week period will be posted one (1) week in advance. Employee requests for specific days off must be submitted to the department head one (1) week in advance of posting. Where compliance with such a request would cause violation of the scheduling regulations, the request is deemed to be agreement to the violation or violations which occur.
- (c) 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.
- (d) 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 16.02 (b) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.
- (e) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts, and forty (40) hours if there is one (1) day off, and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event Employees of their own accord, and for their own personal convenience arrange to change shifts, the conditions in Article 17.01 (b) shall apply in all respects.
- (f) No Employee shall be scheduled to work more than six (6) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1½) times the Employee's

applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between Employees

- (g) The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in three (3).
- (h) This scheduling provision does not apply when employees mutually agree to exchange shifts or when a Employee accepts or requests a shift at her own discretion.

#### 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. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.

The Employer agrees to investigate, on an individual home basis, the possibility of providing meals for employees working the night shift subject to the following conditions:

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

#### 16.04 Relief Periods

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

<b><u>Shift Length</u></b>	<b><u>Breaks</u></b>
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 five (5) hours will also have a one-half (½) hour unpaid lunch within the shift.

### **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 prior approval of the Administrator 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 her shift one (1) free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take 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 17.
- (f) An employee who is absent on paid time during her scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

## 17.02 Shift Premiums

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (\$0.28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- (b) In no event shall there be any pyramiding of benefits or payments.

(c) Weekend Premium

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

**Effective the first full pay period following September 22, 2015, twenty-five (\$0.25) cents per hour worked weekend premium payable between the start of the shift commencing on or about twenty -three hundred (2300) hours Friday, and the end of the shift ending on or about twenty-three hundred (2300) hours Sunday.**

17.03 Minimum Reporting Pay

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

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

17.04 Article 17.03 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the nursing home, nor shall it apply to employees returning to the nursing home without notice after absence.

17.05 Call Back

- (a) When a employee is called back to work after leaving the nursing home premises upon completion of her 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) her 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 (2<sup>nd</sup>) call takes place after the four (4) hours have elapsed from the time of the first (1<sup>st</sup>) call, it shall be subject to a call back premium but in no case shall the employee collect two (2) call backs within the first four (4) hours from the time of the first (1<sup>st</sup>) call, or any subsequent four (4) hour period.

#### 17.06 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 ( $1\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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) If the employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) 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.

#### 17.07 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 one-half ( $\frac{1}{2}$ ) 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 one-half ( $\frac{1}{2}$ ) shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift.
- (c) Where there is neither an RN nor a Supervisory employee (or above), who is an RN 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 (1) time.

17.08 Where the Employer assigns an employee to orient a newly- employed employee in this bargaining unit during her orientation period, the employee who is training will receive a premium of one dollar and fifty cents (\$1.50) per hour and the newly-employed person will receive a premium of one dollar and fifty cents (\$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-employed 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 (\$0.07) cents 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 the employment between an employee and her Employer terminate, she shall receive her accumulated uniform allowance as part of her separation cheque.

## **ARTICLE 19 - HEALTH AND SAFETY**

The parties agree to convene a Joint Central Discussion Group to discuss issues relating to Resident Abuse and Staffing Levels.

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer, 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 employees health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and by 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 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 employee representative.

Where an inspector makes an inspection of a workplace under the powers conferred upon her under the *Occupational Health and Safety Act*, the Employer shall afford a certified committee member representing employees the opportunity to accompany the inspector during her physical inspection of a workplace, or any part or parts thereof. Where a certified employee is not on-site and available, the Employer shall afford an employee health and safety representative if any, or an employee selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during 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 nursing Employer premises and shall report to the health and safety committee the results of their inspection. The members of the committee who represent the employees shall designate a certified member or person who is properly trained to inspect the nursing home premises. 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 nursing home premises.

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 her on her 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 Forms as prescribed for under sections 51, 52 and 53 of the *Occupational Health and Safety 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 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 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 her work. Such



information shall be submitted in writing to the Union as soon as practicable.

19.08 The Employer shall:

- (a) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (b) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (c) ensure that the applicable measures and procedures prescribed in the *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 employee's Employer requires to be used or worn;
- (c) report to her Employer (i.e., supervisor) the absence of or defect in any equipment or protective device of which the employee is aware and which may endanger herself or another employee; and
- (d) report to her Employer (i.e., supervisor) any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which she knows.

19.10 Injured Employees Provisions

At the time an injury occurs, the Employer of the injured employee shall provide transportation for the employee (if the employee needs such transportation) to a hospital or a physician located within a reasonable distance or to the employee's place of residence. 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 Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, employee 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 Day of Mourning

Each year on April 28 at 11:00 a.m., one (1) minute of silence shall be observed in memory of employees killed or injured on the job.

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

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

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

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

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

## 19.16 No Harassment

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

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward.

If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

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

## **ARTICLE 20 - PAID HOLIDAYS**

20.01 (a) Employees shall receive the following holidays with pay:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	(1) Float Day
Labour Day	Family Day

(b) The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Agreement, such additional holiday would replace one (1) of the designated holidays in the Agreement.

(c) Where the contract provides for a named float day, it shall be taken on the day, or within forty-five (45) days following the day.

(d) **Accommodations of Spiritual or Cultural Observances**

**Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in**

**January of each year for the twelve (12) month period following March 1<sup>st</sup>, identifying the required date they need off.**

**Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 20.05.**

**Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay.**

- 20.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 20.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at her regular rate of pay.
- 20.04 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- (b) If an employee meets the qualifications in 20.05(a) she is deemed to have qualified for lieu day(s) pay for that 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 and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

- 20.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on her float day will, in addition to her holiday pay, be paid at the rate of one and one-half (1½) times her regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 20.06 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.04.

- 20.07 If one (1) of the above named holidays occurs on an employee's regular day off, or during her vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the Employer (i.e., supervisor), or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.
- 20.08 Holiday pay for employees who regularly work less than seventy-five (75) hours bi-weekly will be paid based on Proration Formula noted in Article 22.13 of this Agreement. Holiday 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.
- 20.09 For clarification purposes of when a paid holiday begins and ends, the first (1<sup>st</sup>) shift of the day shall be the shift where the majority of hours are completed before 8:00a.m.
- 20.10 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.
- 20.11 Full-time employees who qualify for a lieu day pursuant to the collective agreement may elect to accumulate up to a maximum of three (3) lieu days in any year.

Such accumulated lieu days shall not be used for the purpose of extending vacation entitlement. An employee who wishes to accumulate an earned lieu day for a given stat must notify their supervisor in writing, one (1) week prior to the posting of the schedule in which the stat falls.

With the exception of lieu days which may be earned during Christmas and New Year's, all lieu days shall be requested such that they are taken prior to November 30<sup>th</sup>, failing which the Employer may schedule such lieu days at its discretion, or authorize payment for same, at the Employer's option. Employees will make any request to utilize a lieu day at least one (1) week in advance of the next posting of the schedule. The scheduling of lieu days shall be finally determined by the Employer given due consideration for the safe and efficient operation of the nursing home. Such request shall not be unreasonably denied.

## **ARTICLE 21 – VACATIONS**

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year. For the purpose of this Article, gross earnings shall include all earnings from the previous year, including, but not limited to vacation payments.

- 21.02 Requests for the summer vacation period must be submitted in writing by March 31, and the resulting summer vacation schedule will be posted in the nursing home by May 15. Requests received after March 31 will be considered on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.
- 21.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the nursing home.
- 21.04 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 21.05 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.
- 21.06 Employees who have not completed their probationary period as of June 30th will receive four percent (4%) of their gross earnings during the vacation year.
- 21.07 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.
- 21.08 Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks' vacation. Vacation pay for such Employees will be at their current rate.
- 21.09 Employees with three (3) years of service on or before June 30th of the current year shall receive three (3) weeks' vacation. Vacation pay for such employees will be at their current rate.
- 21.10 Employees with eight (8) years of service on or before June 30th of the current year shall receive four (4) weeks' vacation. Vacation pay for such employees will be at their current rate.
- 21.11 Employees with fifteen (15) years of service on or before June 30th of the current year shall receive five (5) weeks' vacation. Vacation pay for such employees shall be at their current rate.
- 21.12 Employees with twenty-three (23) years of service on or before June 30th of the current year shall receive six (6) weeks' vacation. Vacation pay for such employees will be at their current rate.

**Effective the first vacation period after September 22, 2015, employees with twenty-two (22) years of service on or before June 30th of the current year shall receive six (6) weeks' vacation. Vacation pay for such employees will be at their current rate.**

21.13 Employees with twenty-eight (28) years of service on or before June 30th of the current year shall receive seven (7) weeks' vacation. Vacation pay for such employees will be at their current rate.

21.14 If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than one thousand five hundred (1,500) hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 21.15 below.

21.15 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%

21.16 Employees who have lost their seniority and have ceased their employment as set out in Article 9.06 herein, between vacation periods, shall on the cessation of the 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.

21.17 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

21.18 Employees who are regularly scheduled to work less than seventy-five (75) hours bi-weekly shall receive vacation benefits for the vacation year as follows:

<u>Hours Paid</u>	<u>Vacation Entitlement</u>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 to less than 5,400 hours paid	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
5,400 to less than 14,400 hours paid	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
27,000 to less than 41,400 hours paid	5 calendar weeks; vacation with pay at 10% of gross earnings for the vacation year
<b>Effective for the vacation period after September 22, 2015:</b>	
<b>27,000 to less than 39,600 hours paid</b>	<b>5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year</b>
41,400 to less than 50,400 hours paid	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year
<b>Effective for the vacation period after September 22, 2015:</b>	
<b>39,600 to less than 50,400 hours paid</b>	<b>6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year</b>
50,400 hours or more paid	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year

- 21.19 (a) If an employee transfers from permanent part-time or part-time to full-time or vice-versa, the following method shall be used to calculate her vacation service date: one thousand eight hundred (1,800) hours worked equals one (1) year of service.



- (b) On and after March 15, 1988, one thousand eight hundred (1,800) hours paid equals one (1) year of service.

#### 21.20 Christmas and New Year's 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 nursing homes with one hundred and twenty (120) beds or greater, and a maximum of five (5) employees in nursing homes with one hundred and sixty (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 Agreement or at least six (6) months' notice if no cut-off date exists in the 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 Employer.

### **ARTICLE 22 - HEALTH AND INSURANCE BENEFITS**

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.13 of this Agreement. Same sex spouse is eligible to be a dependent for insured benefits.

#### 22.02 O.H.I.P.

- (a) The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, of the O.H.I.P. premium for the Province of Ontario.
- (b) This benefit shall be payable by the Employer to all present employees on the basis of their current participation in the O.H.I.P. plan through the Employer's payroll, and to all new employees who join the Employer's O.H.I.P. Group.

#### 22.03 Life Insurance

The Employer will continue a thirty thousand dollars (\$30,000) life insurance plan for each employee. The Employer will pay one hundred percent (100%) of the cost of this plan.

#### 22.04 Major Medical

The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the employer shall not be obligated to contribute.

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

**Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.**

#### 22.05 Vision Care

The Employer agrees to continue a Vision Care Plan \$200.00 per 24 month period and agrees to pay one hundred percent (100%) of the billed single/family premium for Employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

**Effective January 1, 2016, the Employer agrees to continue a Vision Care Plan, to include both contact lens and laser eye surgery, \$250.00 per 24 month period and agrees to pay one hundred percent (100%) of the billed single/family premium for Employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.**

#### 22.06 Dental

The Employer agrees to continue the Dental Plan (equivalent to Blue Cross #9 Plan) based on a one (1) year lag in the ODA fee schedule.

The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating Employees, provided that the participating employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. The cap on the dental plan will be two thousand dollars (\$2,000.00) per individual and per family member. The dental plan shall include coverage for dentures, crowns and braces (for children up to the age of 18). Subject to 50% co-insurance.

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

#### 22.07 Hearing Aid

The Employer agrees to continue a three hundred dollar (\$300.00) Hearing Aid Benefit one hundred percent (100%) Employer paid.

#### 22.08 Benefit Enrolment Requirements

Employees working 66 hours or less bi-weekly may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrolment shall occur only at the sign-up opportunities which will be once per year (on the date determined by the employer).

Late enrolment or re-enrolment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life - when coverage approved.
- (b) Dental – two hundred dollars (\*\$200.00) maximum benefit/covered person.
- (c) E.H.C.
  - (i) Drugs-one hundred and fifty dollars (\*\$150.00) maximum benefit/covered person.
  - (ii) Vision - no benefit during first six (6) months.
  - (iii) Hearing - no benefit during first six (6) months.

\* During first twelve (12) months of coverage.

#### 22.09 Change of Carriers

The Employer shall provide to the Union and 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. The Employer will provide a minimum of thirty (30) days' notice to the Union prior to substituting carriers.

## 22.10 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) working** 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) working** 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 limits, then the grievance shall be referred to a single Arbitrator. If the parties do not agree on the Arbitrator **within twenty (20) working days**, they shall utilize the list in (f) below.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Norm Jesin and Laura Trachuk.
- (g) the arbitrator shall render a decision within ten (10) **working** days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also 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.

#### 22.11 The Nursing Employers and Related Industries Pension Plan

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

- (a) "Plan" means the nursing Employers 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 **three hundred and seventy five (375)** hours of service.

- (b) Each Eligible Employee covered by this Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages

to the Plan. The Employer shall match such contributions, the amount being four percent (4%) 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 22 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 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 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-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such

information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third (3<sup>rd</sup>) party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

- (i) To be Provided Once Only at Plan Commencement
  - Date of hire
  - Date of birth
  - Date of first (1<sup>st</sup>) 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 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
- (f) If there is an allegation of non-payment of pension contributions, the Union will file a grievance in accordance with the Grievance and Arbitration Procedure under Article 8 of this Agreement.
- (g) Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 will be paid to the employee.

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

- 22.03 – reduce life insurance by fifty percent (50%)
- 22.04 – Extended Health
- 22.05 – Vision Care
- 22.06 – Dental
- 22.07 – Hearing
- 22.13 – Pro-rata Formula
- 24.01(b) – First two (2) weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive fifty cents (\$0.50) in lieu to part-time employees. Any such employee who works past age 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 fifty cents (\$0.50) in lieu provision or the preexisting in lieu provision, if any.

22.13 Permanent Part-Time Employee Proration Formula Benefits

- (a) Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a pro-rata 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 one hundred (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 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.

**NOTE:** 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 - four (4) hours shift = four (4) hours pay. Vacation pay - percentage (%) of gross earnings.

#### 22.14 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 pro-rata percentage for newly-hired employees will be based on the schedule of work for which these employees are employed. 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 WSIB, the following shall apply:

- (a) The employee will be eligible for benefits in accordance with the WSIA.
- (b) If a person on WSIB returns to 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 her 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 a full-time employee returns to work within one (1) year 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 an employee for more than one (1) year returns to work after 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, and such work is available within the nursing Employer in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she has the qualifications and can perform the duties without training other than orientation, by bumping into the position at the applicable salary level, displacing the Employee with the least seniority in the classification. This clause shall be interpreted

consistent with the *Ontario Human Rights Code*, and the *Workplace Safety and Insurance Act*.

#### 23.07 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 from any loss of earnings benefits that are paid under her claim and within fifteen (15) days after those payments are received by the Employee. 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 24 - SICK LEAVE**

**NOTE:** The following provision applies to employees working more than forty-five (45) hours biweekly who have pro-rata benefits. The provision below identifies the benefit applicable to a thirty seven and one-half (37.5) hours per week Employee. The pro-rata 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 seven and one half (7.5) hours (one (1) credit) for each period of one hundred sixty two and one-half (162.5) hours paid, to a maximum of one hundred and five (105) hours (fourteen (14) credits). Providing credits are available, Employees will be eligible to claim eighty-five (85%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one (1) illness.

- (c) The Employee shall apply for E.I. sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds ( $66 \frac{2}{3}$ ) percent of straight time wages. The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit. In the event the Employee does not qualify for EI Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds ( $66 \frac{2}{3}$ ) percent of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (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 eighteen (18) through thirty five (35) of such illness or injury. Payment under weekly indemnity will be sixty six and two-thirds percent ( $66 \frac{2}{3}\%$ ) 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 Agreement and benefits will be provided for scheduled lost time in accordance with the applicable Plan(s). Weekly Indemnity payments shall be mailed directly to the Employer or paid by direct deposit.
  - (i) Weekly Indemnity participation is voluntary for all employees.
  - (ii) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of employment, within the eligibility period.
  - (iii) An employee who does not enrol at time of employment 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.
- (f) Notwithstanding (c) above;
  - (i) an employee who averages over sixty-six (66) hours paid every two (2) 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 (2) weeks, will be automatically enrolled within one (1) month of the successful posting,

- (iii) an employee with an increase in their pro-rata percentage of twenty percent (20%) or greater, above the pro-rata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.
- (g) 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.

Where an employee's scheduled vacation is prevented due to a serious illness requiring the employee to be an in-patient in a hospital which commenced before the vacation started, 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.

- (h) 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 Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate as soon as reasonably practicable.

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.

- (i) 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.

- (j) The Employer will notify the employees of their accumulation of sick leave on request.
- (k) 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 of this Agreement.
- (l) Subject to a maximum accrual in the collective agreement, any sick days remaining in employees' sick day banks at the end of the year shall be carried over to the following year.

#### 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 Employer 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 Employer, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of the employer, the physician's report is inadequate and a further consultation is required, then the second (2<sup>nd</sup>) visit will be on the employee's time or during working hours without pay.

24.04 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to their former position, 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 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.

## **ARTICLE 25 – COMPENSATION**

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

### 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 Employer, the Employer 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 Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer 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 Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration within fifteen (15) days of such meeting in accordance with the Grievance and Arbitration Procedure under Article 8 of this Agreement. The decision of the arbitrator 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 Employer 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 Employer 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 within fifteen (15) days of such meeting in accordance with the Grievance and Arbitration Procedure under Article 8 of this Agreement. The decision of the arbitrator 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.

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 Employer.

#### 25.05 Wage Progression

- (a) Employees within their position classification will progress from the "start rate" to the "one (1) year rate" and so on, on the basis of one thousand nine hundred and fifty (1,950) hours worked at the "start rate" to the "one (1) year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIA 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.

#### 25.06 Compensation While Attending In-Service Sessions and Staff Meetings

The Employer may offer in-services or training opportunities to Employees outside of their regularly scheduled working hours that are not mandatory. Attendance at such in-services may not be required, however, to encourage attendance the Employer may, at its sole discretion, pay Employees at their regular straight time hourly rate.



## **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 on Thursday, during working hours. The normal bi-weekly pay period shall be Monday to Sunday inclusive.

Employees will be paid wages for each pay period, including any overtime or premium pay due to the employee for such pay period, on the second (2<sup>nd</sup>) Thursday after each pay period ends.

### ***Where pay is by cheque:***

The Employer shall provide all pay cheques in a personalized sealed envelope for each employee if the cheque 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 RNs or RPNs.

### ***Where pay is by direct deposit:***

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 RNs or RPNs.

### ***Where pay is by a digital system:***

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

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

- (a) The night shift will be paid prior to completing the Thursday A.M. shift.
- (b) The day shift will be paid during the day shift worked on Thursday.
- (c) The afternoon shift will be paid during their regular shift.

- (d) The Employer shall provide all pay cheques, or in the case of a direct deposit system, pay notices (stubs), in a personalized sealed envelope for each employee if the cheque or 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 RNA's.

#### 27.03 Errors on Pay Cheques

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. 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.

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

### **ARTICLE 28 – INTERPRETATION**

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

### **ARTICLE 29 – PERSONNEL FILES**

#### 29.01 Letters of Reprimand

Letters of reprimand are to be removed from an Employee's personnel file after twelve (12) months from the date of discipline, provided that the Employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twelve (12) month period noted above.

## 29.02 Suspension

Records of suspension are to be removed from an Employee's personnel file after eighteen (18) months from the date of discipline, provided that the Employee has remained discipline free during that period, except in the case of incidents involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

## 29.03 Viewing 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 30 – PAID EDUCATION FUND**

30.01 The Employer agrees to pay into a special dues fund the amount of two cents (\$0.02) per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Service Employees' International Union Local 1 Canada and shall be utilized by the Union at its discretion.

## **ARTICLE 31 - TERM**

31.01 This Collective Agreement shall be effective September 15, 2015 and continue in effect until September **22, 2016**, and shall continue automatically thereafter during annual periods of up to one (1) year each, unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Collective Agreement.

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

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

DATED THIS 30th day of Sep, 2016

ON BEHALF OF THE EMPLOYER

Linda C  
L. Manah

ON BEHALF OF THE UNION

J  
M. Hesseid

## PART TIME ADDENDUM

NOTE: The terms and conditions of the Full Time Bargaining Unit Collective Agreement attached will apply to the Part Time Bargaining Unit, save and except as modified by this Addendum in the following manner:

## ARTICLE 2 SCOPE AND RECOGNITION

The Home recognizes the Union as the sole collective bargaining agent for all its employees at Hawthorne Place Care Centre in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, registered nurses, office staff, persons regularly engaged for not more than twenty-two and one-half (22½) hours per week and students engaged during the school vacation period.

## DEFINITIONS

- 4.01 This Agreement describes the terms and conditions of employment, as specified in Article 1 hereof, for all employees **regularly scheduled to work** up to and including forty-five (45) hours in a bi-weekly period and, within this Agreement, the word “employee” shall be interpreted as such.
- 4.02 “Full-Time Agreement” is the Agreement between the Union and the Employer, which applies to a bargaining unit of service employees working more than forty-five (45) hours in a bi-weekly period.
- 4.03 The word “employee” as used in this Agreement shall mean an employee who **is regularly scheduled to work** forty-five (45) hours or less in a bi-weekly period.

It is understood and agreed that an employee who works more than forty-five (45) hours in a bi-weekly period, for up to twenty (20) consecutive weeks, shall retain her part-time status under this Agreement according to the following conditions:

- (a) The employee is replacing a temporarily absent employee (who may be either a full-time or part-time employee).
- (b) The employee will, under normal circumstances, return to her former position at the end of the replacement period.
- 4.04 The part-time employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year’s periods, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of

these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.

#### **4.05 Unscheduled Part-Time**

**An unscheduled part-time Employee is a part-time Employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified period. Such Employee has the option of refusing work when it is made available to her, however, it is also understood that an unscheduled part-time Employee who has provided availability cannot unreasonably or consistently refuse to work shifts.**

4.06 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”.

#### **PROBATIONARY PERIOD**

9.02 A new employee shall be known as a probationary employee until she has worked three hundred and seventy-five (375) hours. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.

An employee who has completed the probationary period shall be credited with three hundred and seventy-five (375) hours of seniority.

#### **NURSING HOME TRANSFERS**

##### **9.08 Nursing Home Transfers**

The Employer agrees that employees may be permitted to transfer from one (1) Rykka Care Centre Employer to another Rykka Care Centre Employer in the Province of Ontario for their own personal convenience and at their own expense, subject to the following conditions:

- (a) Employees wishing to transfer must notify, in writing, the Administrator of the nursing home to which they would like to transfer, within thirty (30) days of ceasing her relationship with the former Home. Such notice shall include the employee's qualifications, present position, scheduling preferences (if any), and when they would be available to commence work.

- (b) An applicant who is permitted to transfer from one (1) Home to another as a result of this transfer procedure will retain any seniority that she had previously accrued and the applicable wage rate shall be paid according to the position to which the employee transferred. However, an employee so transferring will only be able to exercise Home seniority for purposes of transfers, promotions, layoffs and reductions in staff.
- (c) In the event that an employee is employed (not transferred) into this nursing home and has recent/related experience at another nursing home, in the same chain clause (b) above shall apply as it relates to seniority and wage rate.

9.09 It is understood that Article 9.08 (a) and 9.08 (b), only apply where there is a part-time bargaining unit in effect at both nursing homes affected by the transfer

### **UNSCHEDULED PART TIME EMPLOYEE COMMITMENT**

**16.01 Unscheduled part-time employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends. It is understood and agreed that the following commitment does not apply if the employee is on approved leave of absence, sick leave or vacation.**

**16.02 The Employer will arrange shift schedules such that all part-time employees will receive a minimum of one (1) weekend off in three (3).**

**16.03 The Employer will call available and qualified unscheduled part-time employees before using agency staff.**

### **BENEFITS**

#### **22.02 Payment in Lieu of Benefits**

For employees regularly scheduled forty-five (45) hours biweekly or less:

- (a) **Part-time employees, upon completion of ninety (90) calendar days of employment, (except for those that elected status quo in 2004) will receive twenty-five cents (\$0.25) per hour in lieu of Extended Health Coverage (Semi-private (if any); Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of fifteen thousand dollars (\$15,000.00) for each part time employee who has completed probation. Part-time employees who are post probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours.**

Employees will not be allowed to use more than 22.5 hours sick time in any calendar year. Sick banks will carry over from year to year but shall not exceed 22.5 hours. Accumulated sick days will be paid in accordance with the sick provisions of the full-time collective agreement relating to accumulated days, except as limited by this provision.

- (b) For part-time employees elected to remain in the existing pro-rata benefits scheme for the same benefits that they were participating in as of May 31, 2004, Appendix "A" will continue to apply.
- (c) The above standard provision will apply to all newly-engaged part-time employees following May 31, 2004.

### **PAID HOLIDAYS**

20.01 (a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.

However, if a 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 and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

- (b) Holiday pay for part-time employees will be based on pro-ration formula noted in Article 22.13 of the full-time agreement.

20.02 Employees who qualify under Article 20.01 (a) shall receive the following paid holidays, with pay, calculated as in Article 20.01 (b):

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

- (a) If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Agreement, such additional holiday would replace one (1) of the designated holidays in the Agreement.



(b) Where the Agreement provides for a named float day, it shall be taken on the day, or within forty-five (45) days following the day.

(c) **Accommodations of Spiritual or Cultural Observances**

**Where an employee observes a cultural/spiritual day other than those listed above, the employee shall submit their request in January of each year for the twelve (12) month period following March 1<sup>st</sup>, identifying the required date they need off.**

**Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 20.04.**

**Honouring such request shall be subject to the operational requirements of the Home. Where a full-time employee is required to work the substitute day, she will receive a lieu day off with pay.**

- 20.03 All paid holidays which fall during a part-time employee's probationary period will be paid to the employee in accordance with the Agreement on completion of the probationary period.
- 20.04 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on her "float day" will, in addition to her holiday pay, if any, be paid at the rate of one and one-half (1½) times her regular rate of pay for all hours worked on the holiday.
- 20.05 Any employee scheduled to work on a holiday and who does not report for work shall forfeit her holiday pay unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 20.02.
- 20.06 For clarification purposes, when a holiday begins and ends, the first (1<sup>st</sup>) shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.
- 20.07 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.
- 20.08 If an employee has met the qualifiers for **paid** holidays, they are deemed to have qualified for lieu pay day.

## VACATION

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from July 1st of any year to June 30th of the following year. For the purpose of this Article, gross earnings shall include all earnings from the previous year, including, but not limited to vacation payments.
- 21.02 Requests for the summer vacation period must be submitted in writing by March 31, and the resulting summer vacation schedule will be posted in the Home by May 15. Requests received after March 31 will be considered on a first (1<sup>st</sup>) come first (1<sup>st</sup>) serve basis.
- 21.03 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Administrator having due concern for the proper operation of the Home.
- 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 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.
- 21.06 Part-time employees shall receive vacation benefits for the vacation year as follows:

<u>Hours Paid</u>	<u>Vacation Entitlement</u>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 to less than 5,400 hours paid	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
5,400 to less than 14,400 hours paid	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year

27,000 to less than 41,400 hours paid	5 calendar weeks; vacation with pay at 10% of gross earnings for the vacation year
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**Effective for the vacation period after September 22, 2015:**

<b>27,000 to less than 39,600 hours paid</b>	<b>5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year</b>
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41,400 to less than 50,400 hours paid	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year
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**Effective for the vacation period after September 22, 2015:**

<b>39,600 to less than 50,400 hours paid</b>	<b>6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year</b>
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50,400 hours or more paid	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year
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21.07 (a) If an employee transfers from permanent part-time or part-time to full-time or vice versa, the following method shall be used to calculate her vacation service date: eighteen hundred (1,800) hours worked equals one (1) year of service.

(b) On and after March 15, 1988, eighteen hundred (1,800) hours paid equals one (1) year of service.

21.08 Employees who have lost their seniority and have ceased their employment between vacation periods shall, on the cessation of the employment, be paid 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.

21.09 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket.

21.10 Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on eighteen hundred (1,800) hours paid equals one (1) year of service.

### 21.11 Part-time Vacation Pay

Effective upon the first full pay period following September 16, 2011, the Employer will cease paying out vacation pay to part-time employees biweekly. The Employer will continue to calculate the part-time employee's vacation pay biweekly on the same basis as previously, however, the Employer will retain the biweekly vacation pay in a vacation bank for the employee to be paid out when the employee takes her vacation or the employee may request the vacation pay in the pay period before their vacation. Such request must be made at the time the vacation request is made.

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

### 21.12 Christmas and New Year's 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 one hundred and twenty (120) beds or greater, and a maximum of five (5) employees in Homes with one hundred and sixty (160) beds or greater) in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- (d) there are replacement staff who are available to fill in during this period.
- (e) notice must be given to the Employer of a employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in the Agreement or at least six (6) months' notice if no cut-off date exists in the Agreement.
- (f) 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 Home.

**SCHEDULE "A"**

<u>Classification</u>	<u>Step</u>	<u>15 September 2014</u>	<u>15 September 2015</u>
<b>Basic Aide</b>	Probation	18.667	18.910
	Start	18.973	19.220
	1 Year	19.506	19.760
	2 Year	20.027	20.287
<b>Janitor</b>	Probation	18.667	18.910
	Start	18.973	19.220
	1 Year	19.506	19.760
	2 Year	20.027	20.287
<b>Attendant/Act. Aide</b>	Probation	18.960	19.207
	Start	19.171	19.421
	1 Year	19.705	19.961
	2 Year	20.227	20.490
<b>PSW/ Cert. Act. Aide</b>	Probation	19.158	19.407
	Start	19.369	19.621
	1 Year	19.902	20.161
	2 Year	20.412	20.677
<b>Cook 1</b>	Probation	20.549	20.816
	Start	20.760	21.030
	1 Year	21.343	21.621
	2 Year	21.828	22.111
<b>Cook 2</b>	Probation	20.163	20.425
	Start	20.374	20.639
	1 Year	20.946	21.218
	2 Year	21.479	21.759
<b>Maintenance</b>	Probation	21.231	21.507
	Start	21.442	21.721
	1 Year	21.889	22.174
	2 Year	22.410	22.702
<b>RPN</b>	Probation	24.012	24.324
	Start	24.223	24.538
	1 Year	24.782	25.104
	2 Year	25.253	25.581

Wage Progression: In accordance with Article 25.05

### Notes to Schedule "A"

1. Handyman: A premium of fifteen cents (\$0.15) per hour above the applicable
2. Janitor rate to be paid for all hours worked in the Handyman classification when designated by the Employer.
3. The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.
4. Employees who work as Activity Aides and who hold a Personal Support Worker Certificate or Recreation Certificate shall receive the Health Care Aide rate.
5. A Pay Equity adjustment of one dollar and fifty cents (\$1.50) per hour has been incorporated into the above hourly rates.
5. Recognition of Previous Experience – RPNs 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 one thousand eight hundred (1,800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly-employed 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.

**SCHEDULE "B"**

All benefits are outlined in the Agreement shall be the same for all nursing homes except as outlined below.

#	Benefits	Employers	Exception to MOS	Effective Date
1.	Orthotics	<b>All Employers</b>	Employees to receive a 100% reimbursement to a maximum of \$300.00 per year	Effective Date of Settlement

**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 Mr. Teplitsky. The Arbitrator will remain seized of this issue.

**2. Letter of Understanding re Credit Check Letters**

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

(Letterhead)

Date

To Whom it may concern:

This letter will confirm Employee has been employed by Employer since date of employment.

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. Negotiating Committee**

Where the parties agree to re-negotiate 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**

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 pre schedule 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 workforce and workplaces in the nursing Employer 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 Agreement)**

Subject to Article 15.15 in circumstances where the qualification upgrades are for positions within the Employer, 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 Employer 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 Employer and her application will be considered under the provisions of the 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.

## **APPENDIX “A” – RPN ISSUES**

### **Definitions:**

A Registered Practical Nurse (RPN) is a nurse who holds a Certificate of Registration with the College of Nurses of Ontario in accordance with the *Regulated Health Professions Act*, and the *Nursing Act*,

A Practical Nurse (PN) is a nurse who holds a Temporary Certificate of Registration in accordance with the *Nursing Act*, 1991 and its Regulations must obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate. If the nurse fails to obtain her or his Certificate of Registration prior to the expiry of her or his Temporary Certificate of Registration she or he will be deemed to be not qualified for the position of Registered Practical Nurse and she or he will be terminated from the employ of the Nursing Home. Such termination shall not be the subject of a grievance or arbitration. Termination may not apply in circumstances where the Employee has been employed in another classification in the bargaining unit within the previous twelve (12) months.

A nurse who holds a Temporary certificate of Registration will be classified, for purposes of salary, at the RPN probation rate.

### **College of Nurses Leave:**

Professional leave without pay will be granted to full-time and regular part-time nurses who are elected/appointed to the College of Nurses of Ontario (CNO) or Registered Practical Nurses' Association of Ontario (RPNAO) to attend regularly scheduled meetings of the CNO and RPNAO.

### **Orientation:**

The following minimums shall be observed in the orientation/familiarization of newly hired RPNs and PNs:

- a) Orientation includes familiarization with the physical aspects of the building.
- b) The period of orientation/familiarization shall be for a minimum of five (5) days or such greater period that the Employer deems necessary.
- c) Whenever practical she shall be an additional Employee to the usual staffing pattern.

- d) The Employee or Employees involved in the orientation/familiarization will confirm that it has been completed, and this will be noted on the newly hired Employee's personnel file, which will be reviewed with such Employee, and the Employee shall also be able to comment.

#### Letter of Intent - Joint Provincial Registered Practical Nursing Council

The parties agree to form a Joint Provincial Registered Practical Nursing Council. The Council will be comprised of equal representation from SEIU Local 1 Canada and the Participating Nursing Homes, not to exceed four (4) members from each party.

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

The mandate of the Council will be:

- To provide a forum to identify and share areas of Best Practice in enhanced Registered Practical Nurse scope of practice and increased utilization;
- To recognize, acknowledge and support Registered Practical Nurses as their profession evolves;
- To aid in the recruitment and retention of Registered Practical Nurses in the Long Term Care sector, including but not limited to a joint marketing campaign, presentations to PN students at Community Colleges and attendance at job fairs;
- To promote and expand nursing education and life long learning opportunities as it relates to the College of Nurses' professional standards and Ministry of Health guidelines and standards for Long Term Care
- To work collaboratively on the issues with key stakeholders such as RPNAO, CNO, MOHLTC, Nursing Secretariat and others the Council deems appropriate;

The Joint Provincial Registered Practical Nursing Council will:

- Meet within sixty (60) days of ratification of the Memorandum of Settlement
- Be co-chaired by a Nursing Home representative and a representative from SEIU

- Present recommendations in the form of a report to the Participating Homes and SEIU's RPN division

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

The parties agree to use the Joint Provincial Registered Practical Nursing Council meeting to review the issues regarding Whistle Blowing and Professional Responsibility more fully.

#### Letter of Understanding Re: Supernumerary Position

The Home may introduce supernumerary positions to be offered to newly graduated nurses. Where such positions are introduced, the following will apply:

1. The Employer may hire full-time supernumerary RPNs or PNs, up to the maximum funding available as per the Ministry guidelines. The duration of such supernumerary appointments will be defined by the Nursing Graduate Guarantee rules and regulations.
2. Newly graduated RPNs or PNs are defined by the Nursing Graduate Guarantee rules and regulations, currently defined as RPNs or PNs who have graduated from a nursing program within the last year.
3. Supernumerary positions are defined as those positions offered to newly graduated RPNs or PNs that are over and above the minimum staffing complement. Furthermore, supernumerary RPNs or PNs will not be utilized to fill permanent and temporary vacancies.
4. No appointment will be made to a supernumerary position without prior discussion with the Union as to where the supernumerary RPN or PN will be assigned, what will be expected of them, and what mentoring arrangement will apply. The parties agree to discuss this matter without undue delay following the Employer's initial request to meet.
5. All RPNs or PNs hired under the new graduate initiative will be full-time and covered by all terms and conditions of the Collective Agreement. Such positions will not be subject to internal postings or request for transfer processes.
6. Such supernumerary RPNs or PNs can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.

7. When supernumerary RPNs or PNs successfully post into positions (pursuant to #6 above) there is the potential that the Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Employer and the Union will meet to determine the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary RPN or PN be laid off first.
9. Notwithstanding paragraph 5 above, if the RPN or PN has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as unscheduled part-time and this will not be considered a layoff.
10. Any issues related to the new graduate initiatives may be discussed at the Labour-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

**Letter of Understanding Re: Whistle Blowing Protection**

**The Employer agrees to adhere to the whistle blowing protection pursuant to the Long-Term Care Homes Act (LTCHA).**

## LETTER OF UNDERSTANDING

### RE: LOCAL 204 & 183 JURISDICTION

It shall operate and have geographical jurisdiction over the area comprised of Metropolitan Toronto, the Regional Municipalities of Peel, York and Durham, which will also include the Counties of Dufferin, Simcoe and Victoria, and that part of Peterborough and Northumberland and counties west of Highway 28, which includes the Town of Port Hope; the City of Cambridge and the County of Brant. The Local shall also have jurisdiction over the regional municipality of Niagara and over all bargaining units, locations, Employers that were formerly covered by Local 681 C.U.B.S.M. which was amalgamated with Local 204 on September 1, 1992.

The local shall also have jurisdiction over the counties of Temiskaming, Sudbury, Nipissing, Cochrane, Parry Sound, Haliburton, Muskoka and Algoma County, West to Highway 108 and including the Town of Elliott Lake and Manitoulin Island and over all bargaining units, locations, Employees that were represented by SEIU, Local 478 which was merged with Local 204 on April 1, 2000.

The local shall also have jurisdiction over the counties of Northumberland, Peterborough, Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont, Glengarry, Prescott, Russell, Carleton, Lanark and Renfrew and over all bargaining units locations, Employees that were formerly represented by SEIU, Local 663 which was merged with Local 204 on April 1, 2000.

This Local Union shall not have jurisdiction in any of the foregoing counties over any parimutuel Employees or any other jurisdiction awarded to Local 528, nor shall it has jurisdiction over Sunnybrook Hospital or any area which has been given to Local 777.

This local shall also have jurisdiction over the counties of Northumberland, Peterborough, Hastings, Prince Edward, Lennox and Addington, Frontenac, Leeds, Grenville, Dundas, Stormont, Glengarry, Prescott, Russell, Carleton, Lanark and Renfrew and over all bargaining units locations, Employees that were formerly represented by SEIU, Local 183.

LETTER OF UNDERSTANDING

BETWEEN

RYKKA CARE CENTRE LP  
AT  
HAWTHORNE PLACE CARE CENTRE

- AND -

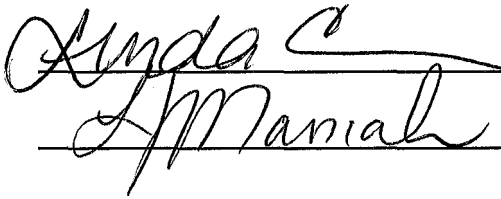
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA

Re: Vacation (full year)

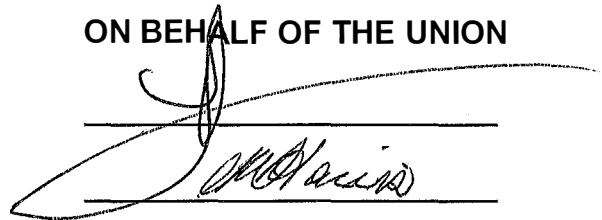
The vacation policy to prohibit any vacation during the month of June is no longer in effect.

DATED THIS 30<sup>th</sup> day of Sep, 2016

ON BEHALF OF THE EMPLOYER

  
\_\_\_\_\_  
Linda A. Manial

ON BEHALF OF THE UNION

  
\_\_\_\_\_  
J. Manial



**IN THE MATTER OF THE HOSPITAL LABOUR DISPUTES ARBITRATION ACT**

**AND IN THE MATTER OF AN INTEREST ARBITRATION**

**BETWEEN:**

**The Participating Nursing Homes**

**and**

**SEIU**

**Before:** William Kaplan  
Sole Arbitrator

**Appearances**

**For the Participating  
Nursing Homes:** Bob Bass  
Bass Associates

**For SEIU:** Helen Nowak  
Legal Counsel, SEIU

The matters in dispute proceeded to a hearing in Richmond Hill on September 16, 2015.

## **Introduction**

This interest arbitration was convened to settle the collective agreements for 97 participating homes (99 collective agreements). The SEIU is the largest health care union in North America and represents employees in the 97 participating homes in all of the usual classifications. The parties have a long history of central bargaining. Notice to bargain was given on June 18, 2015. Bargaining and conciliation took place in August 2015. A “no board” was issued on August 21, 2015. The parties met in mediation on August 29 & 30, 2015. Unfortunately, the parties were unable to reach agreement necessitating a hearing that took place in Richmond Hill on September 16, 2015.

In determining the outstanding issues in dispute, I have been guided by the submissions of the parties, the statutory criteria, all of which have been carefully reviewed, and by interest arbitration norms considered more generally, most particularly replication. I direct that all agreed-upon items be incorporated into the collective agreements settled by this award. Any outstanding issue not addressed – central, central unique and local – is dismissed. The new collective agreements, therefore, shall consist of the agreed upon items, this award and the unchanged portions of the previous collective agreements including letters of understanding.

## **Award**

### **Term**

As the parties could not agree on a term, the one-year HLDAA term applies to the collective agreements covered by this award.

### **Wage Increase**

Effective the first day of each of the collective agreements settled by this award: 1.3%.

**Weekend Premium**

Weekend premium increased to .25¢ effective first full pay period after issue of award/coming into effect of collective agreement settled by award.

**Vacations**

Effective first vacation period after issue of award, six weeks vacation after 22 years for both full- and part-time (part-time hours amended accordingly).

**Status Quo & Vision**

In all agreements where status quo option exists, and has been taken, addenda to be amended to replicate full-time improvement.

Vision, to include both contact lens and laser eye surgery, to be increased to \$250 every 24 months effective January 1, 2016.

**Semi-Private**

Eliminated where it currently exists effective date of award.

**Generic Substitution**

“Lowest cost interchangeable drug” awarded in homes where employees have drug card.

**Surgical Stockings (SIENNA)**

Cap introduced effective thirty days following issue of award of \$600 annually for surgical stockings/compression garments.

**Housekeeping**

The parties have agreed to make any necessary housekeeping changes.

**Retroactivity**

Retroactive payments, as applicable, to be made as quickly as practicable by separate check/separate identifiable notice of deposit.

**Conclusion**

At the request of the parties, I remain seized with respect to the implementation of this award.

DATED at Toronto this 22<sup>nd</sup> day of September 2015.

*“William Kaplan”*

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William Kaplan, Sole Arbitrator