

**COLLECTIVE AGREEMENT**

-between-

**ST. JOSEPH'S HERITAGE**

-and-

**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**

**FULL-TIME COLLECTIVE AGREEMENT AND PART-TIME ADDENDUM**

**Term: May 1, 2014 – April 30, 2016**

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**COLLECTIVE AGREEMENT**  
made this            day of                            , 2016.  
**BETWEEN**  
**ST. JOSEPH'S HERITAGE**  
of the City of Thunder Bay, in the District  
of Thunder Bay, hereinafter referred to as the  
"Corporation",

**OF THE FIRST PART;**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
AFL-CIO, CLC, a voluntary union of employees  
representing certain employees of the Corporation through  
its LOCAL 1 CANADA, hereinafter referred to as the  
"Union",

**OF THE SECOND PART;**

WHEREAS the Corporation has established in the City of Thunder Bay, a complex which comprises a nursing facility, a housing facility and a community centre, all on the one premises, intended to provide special care and assistance primarily for the elderly and the infirm.

**WITNESSETH:**

**ARTICLE 1            PURPOSE**

1.01            The purpose of this agreement is to establish an orderly, collective bargaining relationship between the Corporation and certain classifications of employees represented by the Union. The Union will not interfere with the successful operation of St. Joseph's Heritage as an institution to provide accommodation facilities pursuant to the provisions of the Nursing Home Act and/or requisite legislation.

**ARTICLE 2            SCOPE AND RECOGNITION**

2.01            The Corporation recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all employees of St. Joseph's Heritage employed at its Complex in the City of Thunder Bay save and except members of Sisters of St. Joseph of Sault Ste. Marie, supervisors and persons above the rank of supervisor, registered nurses, office and clerical employees, persons employed by a contractor or St. Joseph's General Hospital rendering service on the premises, students employed outside of their school hours and during their school vacation periods, persons regularly employed for not more than twenty-four (24) hours per week, volunteers, visitors (in housing), physiotherapists, recreational coordinator in community centre and day care coordinator.

2.02            The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and

represented by the Union either individually or collectively which will conflict with any of the provisions of this agreement.

### **ARTICLE 3            MANAGEMENT RIGHTS**

#### **3.01                    Rights of the Corporation**

The Union acknowledges that it is the exclusive function of the Corporation subject to the provisions of the Collective Agreement:

(a) To maintain order, discipline, and efficiency, and to establish and from time to time alter rules and regulations to be observed by employees after reasonable notice of such alternations in the rules and regulations has been given to the Union Committee; to decide on the number of employees needed by the Corporation at any time; and to decide to use improved or changed methods and equipment.

(b) To hire, transfer, promote, demote, lay-off, recall, assign duties, and to suspend, discipline, or discharge any employee for just cause, provided that a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with under the Grievance Procedure of this Agreement.

### **ARTICLE 4            DEFINITIONS**

4.01                    "Employee" shall include only such persons coming within the scope of the bargaining unit described in Article III.

4.02                    "Steward" shall mean an employee of the Corporation duly accredited as such by the Union.

4.03                    "Complex" shall mean the facilities of St. Joseph's Heritage in the City of Thunder Bay save and except St. Joseph's Manor while occupied as a convent.

4.04                    ~~"Executive Director"~~ **"President and CEO"** shall mean the **President and CEO** ~~Executive Director of St. Joseph's Care Group the Complex in the City of Thunder Bay.~~

4.05                    "Time periods" (except where otherwise specified in the agreement) shall refer to a number of days within which any matter shall be dealt with in terms of calendar days.

4.06                    "Temporary Vacancy" shall refer to vacancies caused by illness, accident, leaves of absence (including Pregnancy and Parental Leave).

4.07                    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".

4.08                    Any reference to doctor will include, where appropriate, nurse practitioner.

**ARTICLE 5 UNION SECURITY**

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

5.02 Neither the Employer nor the Union shall discriminate against any employee because of her membership or non membership in the Union.

5.03 (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 remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.

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

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

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

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

5.04 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.

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

(c) In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.

5.05 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

(b) The Employer will provide each employee with a T4 slip



showing the annual union dues paid by that employee for the year previous.

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

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

6.01 (a) The Union agrees that there will be no strike or other collective action by the employees represented by the Union, and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there be violation of this section, there shall be no discussion or negotiation of the matter in dispute between the Corporation and the Union until normal work has resumed.

(b) The Corporation agrees that there will be no lockout of employees.

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

7.01 The Corporation will recognize a Grievance Committee (hereinafter referred to as the "Committee") consisting of not more than five (5) stewards preferably from different departments of the Complex. Such stewards shall be elected by the employees of St. Joseph's Heritage, and each steward shall be an employee of the Corporation who has completed three months of continuous service and has acquired seniority. One of the stewards shall be elected by the said employees as the Chief Steward, who may be the principal spokesman for the Union Grievance Committee composed of the five stewards. The Chief Steward and one other steward may constitute a quorum for the Grievance Committee. It is the role of the stewards to deal with Union business as provided under this Collective Agreement.

7.02 The Corporation undertakes to deal with the said Grievance Committee with respect to any matter which properly arises during the term of this Agreement, e.g. settlement of complaints and grievances.

7.03 The Union will notify the Corporation in writing of the names of the stewards from time to time, and the Corporation will not be required to recognize the stewards or Union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.

7.04 The Union acknowledges that stewards have regular duties to perform for the Corporation, and that they will not leave their regular duties without first obtaining

permission from their immediate supervisor and such permission will not be unreasonably withheld. Upon resuming regular duties, stewards will report to their respective supervisors. In accordance with this understanding, such employees will be compensated by the Corporation to the extent of 100% of their regular rate of pay for such time spent in dealing with grievances of employees under the Grievance Procedure up to and including Clause 8.03 (b). Compensation will not be allowed for time spent outside of the employee's regular working hours and the Corporation reserves the right to withhold payment, if in the opinion of the Corporation the steward does not conform to the accepted practice in dealing with grievances, or if unreasonable or abnormal time is consumed in dealing with such matters.

#### 7.05 Labour Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one 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.

It is further mutually agreed that matters pertaining to Work Load/Patient-Staff Ratios plus subsidized make-work programmes and the effects if any on unionized employees will appropriately be tabled in this form.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. For the inception of the Committee and thereafter as requested by the members and agreed to by Management, 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-time and part-time agreements are separate, there shall be one committee only.

7.06 The employer agrees to recognize the Negotiating Committee to represent their respective bargaining units. This committee shall be comprised of the Chief Steward in addition to two (2) committee members to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period. The employer's committee shall not exceed four (4) members in total.

The employer agrees that the members of the Negotiating Committee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending such negotiating meetings with the employer up to a maximum of five (5) days. Hours compensated during negotiations will be credited towards employee's seniority in accordance with this article.

7.07 CMI/RAI MDS 2.0

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

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

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

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

**ARTICLE 8** **GRIEVANCE PROCEDURE**

8.01 Complaints and Grievances

***For the purpose of this Agreement, a grievance or complaint is defined as a difference arising either between a member of the bargaining unit and the Hospital or between the parties hereto relating to the interpretation, application, administration or alleged violation of the Agreement.***

***The grievance shall identify the nature of the grievance, the remedy sought, and should, where possible specify the provisions of the Agreement which are alleged to have been violated.***

***At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of his right in advance.***

***Where the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing, within three (3) days.***

***It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a Union Steward if he so desires.***

### **Early Resolution**

***Such complaint shall be discussed between the employee and his or her immediate supervisor within five (5) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.***

***Failing settlement within the five (5) days, it shall then be taken up as a grievance within five (5) days following his immediate supervisor's decision in the following manner and sequence:***

***Step 1 The Union shall submit the grievance, in writing, and signed by him or her, to the immediate supervisor or designate. The employee may be accompanied by a Union Steward. The immediate supervisor or designate will deliver his or her decision in writing within five (5) days following the day on which the written grievance was presented to him or her. The Union and the Hospital may meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:***

***Step 2 Within five (5) days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Human Resources Department or designate.***

***A meeting will then be held between the Human Resources Department and the Union Representatives who may be accompanied by the Union Steward(s) or Grievance Committee as applicable of the Union, within five (5) days of the submission of the grievance at Step 2, unless extended by mutual agreement of the parties.***

***The decision of the Hospital shall be delivered in writing within ten (10) days following the date of such meeting to the Union Representative.***

~~\_\_\_\_\_ (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:~~

~~\_\_\_\_\_ (c) Any employee may request his immediate supervisor to call the Steward to handle a specified complaint with his immediate supervisor who will send for the Steward without undue delay for further discussion of the complaint.~~

~~\_\_\_\_\_ Step Number 1~~

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

## Step Number 2

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

## Step Number 3

~~Should the Administrator fail to render his decision as required in Step Number 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including an 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 with four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to Arbitration. Such

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

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

#### 8.06 Employer's Grievance

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

#### 8.07 Union Policy Grievance

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

#### 8.08 Group Grievance

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

(a) Either party, with the agreement of the other party, may submit a grievance to grievance mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so

referred, the mediation process shall take place before the matter is referred to Arbitration.

(b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

(c) No matter may be submitted to grievance mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(d) The parties shall agree upon a mediator.

(e) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply; no record of the proceedings shall be made and legal counsel shall not be used by either party.

(f) If possible, an agreed statement of facts will be provided to the mediator, and, if possible, in advance of the grievance mediation conference.

(g) The mediator will have the authority to meet separately with either party.

(h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

(i) The Union and Employer will share the cost of the mediator, if any.

## 8.10 Arbitration Process

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

The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chair within the said period of ten (10) days, to discuss the grievance submitted to them with a view to a 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 Employee and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

(g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

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

8.11 Sole Arbitrator

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



## **ARTICLE 9 SENIORITY**

### 9.01 Effect of Absence

Whenever they are used in the collective agreement, the term seniority and service shall be deemed to refer to length of employment subject to the following conditions:

(a) It is understood that an approved absence not paid by the Corporation not exceeding thirty (30) continuous days or any approved absence paid by the Corporation, both seniority and service will accrue.

(b) During an absence not paid by the Corporation exceeding 30 continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provision of the collective 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 the subsidized employee benefits in which he/she participate in for the period of absence.

The Employer agrees to provide employees with the information in writing regarding their benefit costs prior to the employee commencing their leave in excess of thirty (30) days. The employee will sign their agreement for continuation of benefits and confirm the method of payment.

Notwithstanding this provision service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to disability resulting in WSIB benefits.

(c) It is further understood that during such leave of absence not paid by the Corporation, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to disability resulting in WSIB benefits and/or for a period of one (1) year if the employee is absent due to illness.

This article shall be interpreted consistent with the Human Rights Code.

(d) Benefits/Workers' Compensation, Paid Leave: The Corporation will continue to pay premiums for benefit plans for employees who are on paid leave of absence or Workers' Compensation if the employee continues their contribution toward said benefits. It is understood that the obligation of the Employee to pay aforesaid benefits while on Workers Compensation shall continue for up to twenty-four (24) months following the date of injury.

9.02 New employees of the Corporation shall be considered probationary employees until they have successfully completed a probationary period of fifty (50) days worked, (~~which would include hours not worked but paid for by the employer~~), from date of last hire by the Corporation. Upon completion of the probationary period described above,

continuous service, for all purposes of this Agreement, shall date from the original date of last hire by the Corporation.

Where deemed necessary by the Corporation the probationary period for an employee may be extended for a further twenty-five (25) working days. In all such instances the Union shall be advised in writing of the Corporation's intent and reason for its decision during the initial fifty (50) working day probationary period.

9.03 It is a condition of this Agreement that the discharge or lay-off of a probationary employee or employees during the said probation period shall not be the subject matter of a grievance herein. The discharge of a probationary employee shall be at the sole discretion of the Employer on a rational basis.

9.04 (a) Seniority will not be considered as broken for any of the following reasons: Vacation, paid holidays, scheduled days off, approved leave of absence, absence because of illness or injury in accordance with Article 9.06 (d), layoffs for a period of up to twenty-four (24) months, or suspensions.

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

Any objection by an employee or the Union to the accuracy of the seniority list must be made in writing to **Human Resources** ~~the Executive Director~~ within thirty (30) calendar days of the date the list was posted.

If no objection(s) is received within the thirty (30) day period, the list will be deemed to be accurate.

#### 9.05 Seniority Lists

The Employer agrees to post a seniority list and shall supply to the Union office and Chief Steward a set of seniority lists by department, showing employee names, classifications, start date and corporate seniority expressed in years and months in order of descending seniority. Part-time employees will have their seniority expressed in hours where applicable. The seniority lists will be provided during the months of April and October.

#### 9.06 Termination of Service

Continuity of service shall be considered broken, employment terminated and seniority lost when:

(a) an employee quits or is discharged and the discharge is not reversed through the Grievance Procedure;

(b) an employee is absent from work without providing a reason satisfactory to the Corporation for more than three (3) consecutive days for which she is scheduled to work without the consent of the Corporation;

(c) an employee fails to report to work at the termination of a leave of absence unless the employee provides a reason satisfactory to the Corporation;

(d) An employee is absent from work for more than thirty-six (36) months by reason of illness or other physical disability, or is absent from work for more than thirty-six (36) months by reason of absence while on WSIB. Prior to the automatic termination of employees under Article 9.06 (d), the Corporation agrees to review the employee's status to ensure that any action taken by the Corporation under 9.06 (d) complies with the Human Rights Code.

(e) employee has been laid off for thirty-six (36) months.

(f) an employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received notice of recall, and fails to report to work within ten (10) working days after he has received notice of recall.

9.07 Notice of Resignation

Every employee shall endeavour to give as much notice as possible of resignation of employment with a minimum of two (2) weeks'.

9.08 Notice of Termination

The Corporation shall give notice of termination of employment to all employees in accordance with the Employment Standards legislation in the Province of Ontario, except in cases of dismissal for cause or termination of employment during an employee's probationary period.

**ARTICLE 10**      **JOB SECURITY**

10.01 Layoff and Recall

In the event of layoff, the Corporation shall layoff employees in the reverse order of their seniority within their classification, and within their full-time or part-time unit, providing that there remain on the job employees who then have the ability and qualifications to perform the work.

For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged after the bumping procedure has taken place under 10.02 (b). If employees are unable to bump according to 10.02 (b), they shall be given an additional opportunity to bump into the other bargaining unit in accordance with the merged seniority list and 10.02 (b). 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.

10.02 An employee who is subject to layoff shall have the right to either:

- i) accept the layoff; or

- ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in 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. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Corporation within five (5) working days, excluding Saturdays, Sundays and paid holidays, following the notification of layoff. Employees failing to do so will be deemed to have accepted 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 he has the ability and qualifications to perform the work.

In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Corporation shall not act in an arbitrary manner.

(b) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

(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) In the event a full-time employee suffers a reduction of hours as a result of layoffs and bumps into a part-time position, and a full-time position becomes available, the full-time employee will be recalled to the position provided he has the ability and qualifications to perform the work.

In determining the ability and qualification of an employee to perform the work for the purposes of the paragraph above, the Corporation shall not act in an arbitrary manner.

(e) It is the sole responsibility of the employee who has been laid off to notify the Corporation of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Corporation (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Corporation.

(f) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(g) A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months.

(h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

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

#### 10.04 Benefits on Layoff

In the event of a layoff of a full-time employee, the Corporation shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first. Unless the employee gives the Corporation a written notice that the employee does not intend to pay the employee's contribution.

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.

#### 10.06 Severance and Retirement Options

(a) Severance Pay: Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Employer who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

(b) Retirement Allowance: Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year of service with the Employer to a maximum of twenty-six (26) weeks; on the basis of the employee's normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

NOTE: The Employer may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

and: (c) A full-time employee who has completed one year of service

- i) whose layoff is permanent, or
- ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one week's pay per year of service to a maximum of twenty-six (26) weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

10.07 (a) With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

(b) Staff Planning Committee: In addition to that, and to any other planning committee in the Corporation of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this agreement every three months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- i) identifying and proposing possible alternatives to any action that the Corporation may propose taking;

- ii) identifying and seeking ways to address the retraining needs of employees;
- iii) identifying vacant positions within the Corporation for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within the twelve (12) month period.

**Composition and Meetings:** The Committee shall be comprised of equal numbers of representatives of the Corporation and from the Union with at least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance. The Corporation shall make typing and other such clerical assistance available as required.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

**Disclosure:** To allow the Staff Planning Committee to carry out its mandated role under this Article, the Corporation will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

**Accountability:** The Committee shall submit its written recommendations to the ***President and CEO Executive-Director***. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations to the ***President and CEO Executive Director***.

Any agreement between the Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this agreement.

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

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

(b) **Employees:** In the event of a layoff of a permanent or long-term nature, the Corporation 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 employees as follows:

9 years but less than 10 years service - 9 weeks notice;

10 years but less than 11 years service - 10 weeks notice;

11 years but less than 12 years service - 11 weeks notice;

12 years service or more - 12 weeks notice.

## **ARTICLE 11      JOB POSTING**

11.01            (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Corporation, such vacancy shall be posted by the Corporation for a period of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy and subsequent vacancies within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

(b) The postings referred to in Article (a) shall stipulate the qualifications, classification, range of pay, department and shift and a copy shall be provided to the Chief Steward.

(c) Employees shall be selected for positions under Article (a) on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicants will be posted on the bulletin board and unsuccessful applicants will be notified.

11.02            For the purpose of this article part-time and full-time seniority shall be combined and calculated in accordance with Article 11.06. All internal employees will be considered prior to the consideration of applicants not employed by the Corporation.

If no applications to fill the vacancy are received from employees of the Corporation, or if the applicant or applicants are not in the opinion of the Corporation considered to be suitable for such vacancy, then the Corporation may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

11.03            The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.



#### 11.04 Temporary Vacancies

(a) Temporary vacancies with a duration exceeding three (3) months will be posted in accordance with the Job Posting Procedure. An employee filling a temporary vacancy of three (3) months or longer duration shall not bid for any other temporary vacancies until the end of his/her temporary position except if the vacancy provides for an increase in gross wages.

(b) Temporary vacancies with a duration of three (3) months or less need not be posted. However, prior to filling such temporary vacancies of three (3) months or less from the outside, the Corporation will **first offer such vacancies to** ~~endeavour to fill such vacancy~~ part-time employees **within the classification**. As a pre-condition to filling such vacancy, a part-time employee must be able and committed to work in the three month or less temporary position for the whole duration of the vacancy.

Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion of the assignment the employee will return to his former position.

#### 11.05 Transfer to Higher or Lower Rated Classification

(a) Any employee promoted or transferred to a higher paid classification shall receive the first rate of pay which is higher than the previous rate of pay in the former classification. However an employee who previously worked in the classification to which she is promoted or transferred shall be placed on the grid according to previous service worked in the classification.

(b) An employee transferred to a lower paid classification shall receive the rate of pay applicable to his/her corporate seniority in the lower classification.

#### 11.06 Transference of Seniority and Service

(a) A full-time employee whose status is altered to part-time will transfer his full-time seniority converted to part-time seniority on the basis of one year of full-time seniority equals 1950 hours of part-time seniority.

(b) A part-time employee whose status is altered to full-time will transfer his part-time seniority to full-time seniority on the basis of 1950 hours of part-time seniority equals one (1) year of full-time seniority.

### ARTICLE 12 CONTRACTING OUT CLAUSE

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

### **ARTICLE 13      WORK OF THE BARGAINING UNIT**

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 of hours of an employee in the bargaining unit.

### **ARTICLE 14      PRINTING**

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

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

#### 15.01              Personal Leave of Absence

(a) The **Employer Executive Director** ~~(or designate)~~ shall have the discretion to grant a leave of absence without pay for extenuating personal reasons provided that the **Employer Executive Director** 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 Complex. This discretion shall not be unreasonably exercised. Applicants when applying must indicate the date of departure and specify the date of return.

(b) Employees who are on leave of absence will not engage in gainful employment with any other employer unless mutually agreed to between the Corporation and the Union. If an employee does engage in gainful employment which has not been mutually agreed to while on such leave of absence, the employee will forfeit all seniority rights and privileges contained in this Agreement.

(c) An employee who has been granted a leave of absence of any kind and who overstays his/her leave, unless he/she obtains permission or provides an explanation satisfactory to the Corporation shall be considered to have terminated his/her employment without notice.

#### 15.02              Pregnancy and Parental Leave

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

#### 15.03              Pregnancy Leave

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

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

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

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

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

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

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

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

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

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

**15.11 Parental Leave**

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

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

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

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

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

(e) Effective July 1, 2005, notwithstanding Article (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

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

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

Other Income - Payments in respect 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 (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

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

(e) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.12 Union Leave

(a) It is agreed that the Corporation will grant leave of absence without pay upon request to employees for attendance at Union Schools and conventions, providing that there are not more than two (2) employees on such leave at any one time.

The Union must give twenty-one (21) days clear notice to the Employer, to be confirmed in writing.

(b) It is agreed that employees granted time off must be from various job classifications and that the maximum number of days for a Union School shall not exceed seven (7) days.

#### 15.13 Bereavement Leave

a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2<sup>nd</sup> day following the day of the funeral.

(b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.

(c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

(d) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.

(e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.

(f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.14 Jury and Witness Duty

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

(a) notifies the Nursing Home immediately on the employee's notification that he will be required to attend at court;

(b) presents proof of service requiring the employee's attendance; and

(c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.15 Paid Education Leave

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

(b) 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.

(c) The Administrator (or designate) may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one month's notice in writing unless impossible and provided that such a 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 specific date of return.

15.16 Paternity Leave

(a) A male employee is entitled to five (5) days unpaid leave of absence at the time of the birth of his child. Under special circumstances, extended leave may be granted under Article 15.01, Personal Leave of Absence.

(b) An employee taking Paternity Leave shall give the supervisor as much advance notice as possible of the taking of the leave. The employee shall confirm in writing the duration and reasons for such leave upon his return to work.

15.17 Inservice

Inservices that are required by the Corporation will not interrupt the employee's lunch break. Any coffee break interrupted by such inservices will be re-scheduled by the Supervisor.

15.18 Full-time Union Office

Upon application by the Union in writing, the Corporation will give reasonable consideration to a request for a leave of absence, without pay, to any employee elected or appointed to 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. It will become the responsibility of the employee for full payment, one 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 W.S.I.B. coverage, such employees are deemed to be employed by the Union.

**ARTICLE 16 HOURS OF WORK**

16.01 (a) The normal work day shall be seven and one-half (7 1/2) hours, excluding the half-hour meal period. The normal weekly work period for all employees shall be thirty-seven and a half (37.5) hours.

(b) Within the bi-weekly period the Corporation, to the best extent possible, shall schedule four (4) days off for an employee so as to permit two (2) consecutive days off in a week and equal distribution of weekends (Saturdays and Sundays), as far as possible.

For the Purposes of this Agreement, the work week commences at 00.01 a.m. on Sunday. The work day shall be a period of twenty-four (24) hours commencing at 00.01 a.m. of the operation as scheduled by the Corporation.

(c) Paragraph (b) above will not be operative during the period from December 15th to January 15th.

(d) Where the hours of work are averaged over a two (2) week period, that two (2) week period will be the same two (2) weeks as the pay period.

(e) Each seven and one half hour shift (7.5) shall include (2) two fifteen



minute rest periods, one in each half of the shift.

Each five (5) hour shift shall include a twenty (20) minute rest period.

Should an employee be recalled to duty by the employer during her mealtime, additional time shall be provided later in the shift.

(f) This is not to be read or construed as a guarantee of hours of work per day or for a weekly period or of days of work per weekly period.

#### 16.02 Scheduling of Days Off

(a) The Corporation agrees to arrange shifts so that employees will receive a minimum of twenty-four (24) hours between shifts and changeover of shifts, and forty (40) hours if there is one day off between changeover, and sixty-four (64) hours if there are two (2) days off between changeover of shifts. A request by an employee for a change in the posted schedule must be submitted in writing, co-signed by the employee willing to exchange and approved by the Corporation; any such change will not result in penalty pay.

(b) Except in the case of an emergency (and exclusive of the effect of an exchange of shifts between two (2) employees for personal convenience), no employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that overtime rate shall be paid for any days worked over seven (7) consecutive days by reason of such emergency or otherwise except only because of such exchange.

(c) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to their immediate supervisor one (1) week in advance of posting. Such requests will be granted when possible.

(d) 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 (1 1/2) for all hours worked, except as provided in 17.01 (e) below.

(e) 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 17.01(d) until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

(f) Paragraphs (a) and (b) above will not be operative during the period from December 15th to January 15th.

#### 16.03 Daylight Savings Time

***It is understood normal hours include those required to accommodate the change from Daylight Saving Time to Standard Time, and vice versa, to which the other provisions of the Articles dealing with Hours of Work and Overtime do not apply. It is further understood that all hours worked will be paid at the regular straight time rate as a result of the change-over to daylight saving from***

*standard time or vice versa.*

## **ARTICLE 17      PREMIUM PAYMENTS**

### 17.01              Overtime

(a) Subject to the provisions of 16.02, the Corporation shall pay time and one-half the normal rate of pay calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours in any one calendar week. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employee's scheduled time off, provided however that such overtime has been authorized by the appropriate supervisor or department head or acting supervisor or department head. There shall be no pyramiding of premium pay, overtime pay and paid holiday pay.

(b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

(c) By mutual agreement between the Corporation and the employee involved, equivalent time off (i.e. at time and a half) may be granted in lieu of cash payment for overtime worked. If mutual agreement cannot be reached, cash payment will be made.

(d) An employee who is absent on paid time during his/her scheduled work week, because of sickness, Workers' Compensation, bereavement, holidays, or vacation shall be considered as if he/she had worked during his/her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

(e) If an employee is required to work two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a five dollar (\$5.00) meal allowance on her next cheque.

### 17.02              Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. Shift premium will not form part of the employee's straight time hourly rate.

### 17.03              Weekend Premium

An employee shall be paid a weekend premium of fifteen cents (15¢) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday or such other forty-eight (48) hour period that the employer may establish. If an employee is receiving overtime he/she will not receive weekend premium under this provision. However this shall not preclude an employee from receiving shift premium in accordance with article 17.02 as well as weekend premium, at the same time, in accordance with this article.

17.04 Minimum Reporting Pay

If an employee reports for work as scheduled but for whom no work at his/her regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

17.05 Call-Back

When employees are called back to work after leaving the Complex premises upon completion of their shift, such employees will receive a minimum of four (4) hours pay at straight time or time and one-half (1 1/2) for actual hours worked whichever is greater.

17.06 Call-In

"Call-in" shall mean the calling in to work at the Corporation's request of an employee on an assigned day off as per the posted schedule.

Employees who are called in will be paid overtime at the rate of time and one-half (1 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.

Where the call-in is requested within one-half (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 he/she completes the shift for which he/she was called in.

If the employee reports for work within one (1) hour of the request for call-in, then the Corporation will guarantee a minimum of four (4) hours work.

The Corporation will endeavour to call in employees **based on seniority** ~~on a rotating basis as determined by individual departments.~~

Call-ins will be offered to part-time employees before full-time employees, however, it is understood that no part-time employee will be offered hours which result in the receipt of overtime payments before such hours are offered to full-time employees in that classification.

17.07 Maintenance Workers

Maintenance workers who are called in will receive a minimum of four (4) hours at straight time or time and one-half for actual hours worked whichever is greater.

17.08                    Standby Pay

An employee who is required to remain available for duty on standby outside the normal working hours for that particular employee shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work and works during the period of standby.

17.09                    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 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 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

(c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

(d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

**ARTICLE 18            ALLOWANCES**

(a) The Corporation will pay six cents (\$.06) per hour to all employees who are not provided a uniform on the basis of regular hours worked.

Effective date of ratification the Corporation will pay seven cents (\$.07) per hour to all employees who are not provided a uniform on the basis of regular hours worked.

The Corporation will supply two (2) uniforms per year to full-time employees in all other classifications.

(b) Upon presentation of a valid sales receipt to the Corporation, the employer shall reimburse each full-time employee up to thirty-five dollars (\$35.00) towards the purchase of duty footwear every year.

(c) Due to the nature of their work, the Maintenance Worker and Handyperson will receive up to two (2) extra uniforms per year as required. In place of the footwear allowance, the Maintenance Workers and Handyperson will receive a safety shoe

allowance up to \$50.00 towards the purchase of safety footwear, upon presentation of a valid sales receipt to the Corporation.

## **ARTICLE 19 HEALTH AND SAFETY**

19.01 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 of employees who are not represented by 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 representatives shall be paid by the Employer at his or her regular or overtime rate.

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

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative as required by the Occupational Health and Safety Act.

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

19.02 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 workplace and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

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

19.03 The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s. 51, s. 52, and s. 53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries (including those caused by workplace violence), 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.

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

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

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

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

19.07 Day of Mourning

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

**ARTICLE 20 PAID HOLIDAYS**

20.01 (a) Employees shall be entitled to the following holidays:

New Year's Day (January 1)	Civic Holiday
Family Day (Third Monday in February)	(First Monday in August)
Labour Day	Christmas Day (December 25)
Thanksgiving Day	Boxing Day (December 26)
Good Friday	Canada Day (July 1)
Victoria Day	

(b) The intent is that there shall be no more than twelve (12) paid holidays through to the expiry date of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such

additional holiday would replace one of the designated holidays in the Collective Agreement.

(c) Upon the completion of the probationary period, the employee shall be paid for any and all holidays listed above for which he has not been paid, which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

20.02 Employees who have completed their probationary period will receive two (2) paid float holidays per calendar year. These float holidays are not cumulative from year to year and must be taken no later than December 31st. Employees shall not waive these float holidays and draw double-time.

20.03 Employees shall receive a day's pay for these holidays not worked, provided that they have worked their last scheduled shift prior to and their first scheduled shift after the holiday.

20.04 Except as may be agreed upon under paragraph 20.05 below, employees required to work on any of the above paid holidays shall receive their regular day's pay, plus time and one-half for all time worked on such paid holiday.

20.05 In arranging payment for the above compensation, the Corporation may by mutual agreement pay on any one of the following basis:

(a) the regular day's pay plus time and one-half (1 1/2) in money;

(b) time and one-half (1 1/2) in money plus one (1) day off within sixty (60) days of the said holiday;

(c) one (1) day's pay plus one and one-half (1 1/2) days off within sixty (60) days of the said holiday.

(d) Stacking of Paid Holidays: That upon supervisory approval employees of all departments may be allowed to accumulate five (5) paid holidays. It is the responsibility of the employee to submit to their supervisor, in writing, a list of the five (5) days they plan to accumulate, one month prior to the first such holiday. These five (5) accumulated days may, if approved, be taken in conjunction with the employee's annual vacation.

(e) Where supervisory scheduling does not permit employees to accumulate five (5) paid holidays, all paid holidays worked and not accumulated, shall be compensated in accordance with Article 20.05(a), (b) or (c).

20.06 For purposes of clarification as to when a Statutory Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are concluded before 8:00 a.m.

20.07 In the event that the paid holiday falls on an employee's day off or during his vacation period, the employee shall receive an additional day off, or one (1) day added to his vacation; at the option of the Corporation.

20.08 An employee who is absent on a paid holiday after being posted to work forfeits all pay for that day.

20.09 Christmas/New Years

The employees (part-time or full-time) will be required to work either the Christmas statutory holiday or the New Year's statutory holiday. Only in the event of an emergency would an employee be required to work both days.

The Workers' schedule covering Christmas/New Years will be posted by November 15 of each year. Employee requests for specific days off during this period must be submitted by October 31 of each year. Such requests will be granted when possible.

**ARTICLE 21 VACATIONS**

21.01 (a) For the purpose of calculating eligibility, the vacation year shall be the period from July 1 of any year to June 30 of the following year.

(b) Vacations are not cumulative from year to year and all vacations must be taken no later than one (1) month prior to the next vacation cut-off date. Employees shall not waive vacation and draw double time.

21.02 (a) Employees having less than one (1) year of service on June 30 in any year shall be entitled upon the completion of their probationary period to a credit of one (1) day's vacation with pay for each month of service to a maximum of nine (9) working days vacation with pay.

(b) Employees with one (1) year or more of service as of June 30 of any year shall receive two (2) weeks vacation with pay.

(c) Employees with three (3) years of service or more as of June 30th of any year shall receive three (3) weeks vacation with pay.

(d) Employees with eight (8) years of service or more as of June 30th of any year shall receive four (4) weeks vacation with pay.

(e) Employees with fifteen (15) years of service or more as of June 30th of any year shall receive five (5) weeks vacation with pay.

(f) Employees with twenty-three (23) years of service or more as of June 30<sup>th</sup> of any year, shall receive six (6) weeks vacation with pay.

(g) Effective for the purposes of earning vacation in the 2008 vacation year for taking in the 2009 vacation year, employees with twenty-eight (28) years of service or more as of June 30<sup>th</sup> of any year, shall receive seven (7) weeks vacation with pay.



(h) Vacations shall be taken on a seniority basis within each department. Preference of employees for vacation time will be indicated to the Corporation by the employees in order of seniority, but the Corporation will make the final decision as to when vacation can be taken.

21.03 The parties agree that the Corporation will post a list requesting vacation preference from employees. The list will be posted by March 01 of every year and remain posted until March 31 of every year and a finalized summer schedule will be posted by the Corporation by April 30 of each year. Scheduling conflicts will be resolved on the basis of seniority.

Failure of an employee to enter their preferred vacation dates by March 31 of each year will result in the employee concerned not being able to exercise seniority in the choice of vacation dates. Vacation request submitted after March 31 shall be authorized on a first come basis provided there is adequate staffing.

It is understood that this language does not supersede Article 20.09 (27.03 in the Part-time Addendum) of the Collective Agreement.

21.04 Vacation pay shall be paid to all employees on the regular pay day during their vacation period and all normal deductions made from an employee's pay shall also be made from such vacation pay. In calculating vacation pay in accordance with paragraph 21.02 (b) through (e) above, if the vacation pay for two (2), three (3), four (4), or five (5) weeks vacation is less than four (4%) percent or six (6%) percent eight (8%) percent, ten (10%) percent, twelve (12%) percent, or fourteen (14%) percent of gross salary for the vacation year ending June 30, the employee shall be paid the four (4%) six (6%) eight (8%) ten (10%) twelve (12%) or fourteen (14%) of salary instead of the regular two (2) three (3) four (4) five (5) six (6) or seven (7) weeks' pay.

21.05 If an employee terminates his/her employment with the Corporation or is discharged or laid off, he/she shall be paid vacation pay on the following basis:

(a) Four (4%) percent for all time worked from July 1 of any year, if the employee's service is less than one (1) year.

(b) Four (4%) percent for all time worked from July 1 of any year, if the employee's service is more than one (1) year and less than three (3) years.

(c) Six (6%) percent for all time worked from July 1 of any year, if the employee's service is more than three (3) years.

(d) Eight (8%) percent for all time worked from July 1 of any year, if the employee's service is more than eight (8) years.

(e) Ten (10%) percent for all time worked from July 1 of any year, if the employee's service is more than fifteen (15) years.

(f) Twelve (12%) percent for all time worked from July 1 of any year, if the employee's service is more than twenty-three (23) years.

(g) Fourteen (14%) percent for all time worked from July 1 of any year, if the employee's service is more than twenty-eight (28) years.

21.06 Vacation Interrupted Due to Illness

Where an employee's scheduled vacation is interrupted due to a serious illness which commenced prior to or during the scheduled vacation period, the period of such illness will be considered sick leave. 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.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in hospitalization or to bed rest for more than three days.

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

**ARTICLE 22 HEALTH AND INSURANCE BENEFITS**

22.01 Major Medical

The Corporation agrees to contribute towards the premium coverage of participating eligible full-time employees under the insurance plans set out below subject to their respective terms and conditions. In all cases if the employee is otherwise covered the Corporation shall not be obligated to contribute. Same sex partners will be eligible to be a dependent for insured benefits.

(a) The Corporation agrees to pay one hundred percent (100%) of the billed premium toward coverage of eligible employees under the ~~Claimsecure~~ Semi-Private Plan or equivalent subject to the carrier's requirement as to minimum enrolment.

(b) The Corporation agrees to pay eighty percent (80%) of the billed premium toward coverage of eligible employees under the ~~Claimsecure~~ Extended Health Care Plan or equivalent subject to the carrier's requirement as to minimum enrolment, providing for \$15.00 single and \$25.00 family deductible.

**Mandatory Drug Substitution:** There is a mandatory drug substitution unless it is medically determined that this will have an adverse affect on the employee.

(c) The Corporation agrees to contribute eighty percent (80%) of the billed premium toward coverage of eligible employees under the ~~Claimsecure~~ Dental Plan (equivalent to Plan #9) at the current O.D.A. fee schedule or equivalent, subject to the carrier's requirement as to minimum enrolment.

(d) Effective January 23, 2008, the Corporation agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees under the ~~Claimsecure~~ Vision Care Plan or equivalent, subject to the carrier's requirement as to minimum enrolment (maximum one-hundred and eight-five dollars (\$185.00) every 24

months).

22.02 Life Insurance

The Corporation will contribute for each full-time eligible employee in the active employ of the Corporation to the insurer under the Hospital of Ontario Group Life Insurance Plan one-hundred percent (100%) of the billed premium, subject to the terms and conditions for such Plan, and it is understood that participation in the Plan is compulsory for each full-time employee after completion of his/her probationary period of employment with the Employer.

22.03 Enrolment in the Hospitals of Ontario Pension Plan is a condition of employment for all eligible employees in accordance with its terms.

22.04 The Corporation will contribute for regular full-time employees as follow:

(a) To the Hospitals of Ontario Pension Plan on such basis as may be, from time to time, determined by that Plan.

(b) To the Canada Pension Plan an amount required by law.

22.05 In the case of an accident which will be compensated by the Workplace Safety & Insurance Board, the Corporation will pay the employees wages for the day of the accident.

22.06 Benefits on Early Retirement

The employer will provide to all employees who retire on or after date of ratification and have not yet reached age 65 and who are in receipt of the employer's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees, as long as the retiree pays the employer the full amount of the monthly premiums, in advance.

22.07 Change of Carriers

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

22.08 Benefits Age 65 and Older

Semi-private insurance, extended health care benefits and vision will be extended to active full-time employees from the age of 65 and up to the employee's seventieth birthday, on the same cost share basis as applies to those employees under the age of sixty-five (65).

Dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70<sup>th</sup>) birthday on a 50%/50% premium cost share basis (ie. The Employer contributes 50% of the billed premiums towards coverage of eligible employees).

22.09 Benefits Age 70 and Older

In any event, once an employee (full-time or part-time) reaches age 70 and she continues to be employed she shall automatically receive thirty cents (.30) per hour worked in lieu of benefits. For clarification purposes full-time employees who continue to work after age 70 shall continue to utilize their accrued sick leave bank however they shall no longer accrue sick leave credits past their 70th birthday.

**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.

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 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 9.01 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.

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

**ARTICLE 24 SICK LEAVE**

24.01 Sick leave means the period of time when an employee is permitted to be absent from work due to sickness or accident rendering him unable to perform his regular duties as an employee and not compensable under the Worker's Compensation Act.

An employee earns one and one-half days sick credit, based on normal working hours, for each month worked accumulated to a maximum of 120 days.

24.02 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) Employees who have completed the probationary period of fifty (50) days worked or 375 hours worked (~~which would include hours not worked but paid for by the Employer~~) from the date of last hire with the Corporation shall be credited with four and one-half (4 1/2) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1 1/2) day per month of service.

Once these credits are earned, they may be used when sickness forces the employee to remain at home from work. Sick leave credits used up will be deducted from the total credits accumulated.

(b) Absence for sickness or accident compensable by the Workplace Safety & Insurance Board will not be charged against sick leave credits.

(c) When sick pay is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Corporation.

(d) Sick leave benefits will cease upon termination of employment, or upon reaching normal retirement age or upon death.

24.03 An employee will not be entitled to sick pay benefits during a period of layoff or leave of absence without pay.

24.04 Only actual working days of an employee will be charged against his sick leave credits.

24.05 Should an employee become ill preceding his scheduled vacation period, and should such illness continue into what would have been his vacation, all such time may be considered sick leave in which case, the vacation period will be rescheduled to a later date mutually agreeable to the Corporation and the employee.

24.06 The Corporation will notify employees of the amount of accumulated sick leave on written request by the employee.

24.07 Upon request of the Union, the Corporation agrees to obtain quotes on the premium rates for the LTD plan from the carrier for presentation to S.E.I.U. members. Such quotes will be based on the details which have been provided by the membership. The Corporation will also investigate the possibility of paying the employees who are on LTD., during the initial period when the claim is being processed. The Corporation would then seek reimbursement from the carrier.

The Corporation agrees to administer a long-term disability plan that is entirely paid by the employee through payroll deductions. Details of the plan shall be determined by the members and the Corporation is under no obligation if the Carrier's minimum enrolment criteria is not met.

24.08 Annual Medical

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 M. Teplitsky forthwith for a decision.

#### 24.09 Physical Examinations

If the Corporation requires the employee to have a subsequent medical examination, the Corporation will reimburse the employee for non-insured costs for such examination.

#### 24.10 Sick Leave Certificate

If the Employer requires a sick leave certificate in accordance with the past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

#### 24.11 Workplace Safety and Insurance Board Challenge

***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 to through sick leave credits under 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 payment 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 Article 24 Sick Leave. Any payment under this provision will continue to the extent of the employee's accumulated sick bank, not to exceed a maximum of six weeks.***

### ARTICLE 25      COMPENSATION

#### 25.01 Job Classification and Wages

Schedule "A" attached hereto shows the classifications and wages of the employees within the bargaining unit in effect from the dates set out therein. The parties agree that the said schedules and contents thereof shall constitute part of the Agreement. It is further agreed that if any new classification within the scope of the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall commence to be negotiated between the Corporation and the Union not later than fourteen (14) calendar days after the Corporation establishes any such classification. Failure to mutually agree on either a new classification or rate of pay for same, shall be the subject matter of a grievance for the purpose of this Agreement.

**25.02                    Retroactivity**

Retroactive pay will be paid for all hours paid by the Employer to all eligible employees on the payroll as of the expiry date of the agreement and to all new employees hired since that date. Retroactivity will be paid as soon as practical, but not later than 90 days from the date the Employer receives written notice of ratification or release of award.

The new rates shall be implemented no later than two (2) pay periods (bi-weekly) from the date the Employer receives written notice of ratification or release of award. If an employee shall have terminated his employment since the expiry date of the Agreement the Employer shall advise the employee by notice in writing, by registered mail, to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due him/her. Entitlement is lost if not claimed within thirty (30) days.

**25.03                    Temporary Transfer**

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining units, she shall be paid the rate in the higher salary range, in accordance with her seniority from the time of the assignment.

25.04                    A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

**25.05                    Wage Progression**

Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on their anniversary date. Hours worked and paid for and hours not worked and paid for by the Corporation, and hours not worked and paid for under the Workers' Compensation Act, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

When an employee transfers or is promoted to a higher classification wage progression will be based on hours worked in that classification subject to the rate of pay being established according to Article 11.05.

**25.06                    Transfer to Positions Outside of the Bargaining Unit**

An employee who is transferred to a position outside of the bargaining unit for a period of six (6) months, or such longer period of time as may be agreed by the Union and the Corporation, shall retain, but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.

25.07                    Transfer at Instance of the Corporation

If at the instance of the Corporation an employee is temporarily transferred to another classification carrying a rate of pay in a lower range, the employee shall not suffer thereby a reduction in the rate of pay.

**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                    Payment of Wages

All employees will be paid bi-weekly on every second **Thursday** ~~Friday~~ for the pay period ending the previous Saturday. In the event that a paid holiday falls on a regular pay day, then employees will be entitled to be paid on the **Wednesday** ~~Thursday~~ immediately preceding the normal pay day.

27.02                    Payments shall be made for time actually worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors in excess of one day's pay made by the Corporation in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Payroll Officer or his nominee and not delayed or paid on the following pay day. Errors of one day's pay or less shall be paid the next following pay day.

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

27.04                    The Employer must file the Record of Employment within five (5) calendar days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 8 – Grievance Procedure.

**ARTICLE 28**            For purpose of numbering sequence only.

**ARTICLE 29            PERSONAL FILES**

29.01                    Letters of Reprimand

Letters of reprimand will be removed from an employee's file after one (1) year from the date of reprimand. In the case of letters of warning related to patient abuse the time limit shall be eighteen (18) months.



29.02 Viewing the File

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

**ARTICLE 30 PAID EDUCATION FUND**

Effective January 1 each year the Employer agrees to pay one thousand dollars (\$1,000.00) into a special fund for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid annually into a fund established by Service Employees International Union Local 1 Canada.

**ARTICLE 31 TERM**

31.01 This Agreement shall continue in full force and effect for a period from **May 1, 2014 until April 30, 2016** and shall continue automatically thereafter during annual periods of one (1) year each, unless or until either party notifies the other within the period of not less than thirty (30) days and not more than three (3) months next preceding the expiration date of the Agreement in writing, that it desires to amend or terminate this Agreement.

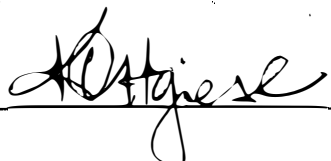
31.02 In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is agreed upon.

31.03 All Negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act 1984 and amendments thereto.


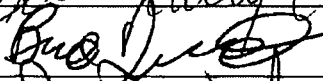
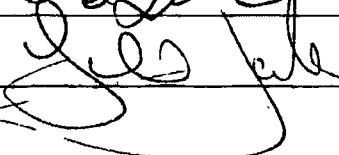
IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

DATED THIS 8<sup>th</sup> DAY OF March, 2016.

**ST. JOSEPH'S HERITAGE:**

  
\_\_\_\_\_  
\_\_\_\_\_

**SERVICE EMPLOYEES UNION**  
**Local 1 Canada**

**St. Joseph's Heritage**  
**Schedule "A" - Wages & Job Classifications**  
**May 1, 2014 - April 30, 2016**

		Increase	Start	50 days or 375 hours	One Year or 1760 Hours	Two Years or 3520 Hours
RPN	May 1/14	1.5%	24.719	25.011	25.488	25.966
	May 1/15	1.3%	25.040	25.336	25.819	26.304
PSW	May 1/14	1.5%	19.710	20.064	20.526	20.989
Program Aide	May 1/15	1.3%	19.966	20.325	20.793	21.262
Recreationist						
Supp. Ser. Worker						
Maintenance Worker	May 1/14	1.5%	19.752	20.165	20.576	20.989
	May 1/15	1.3%	20.009	20.427	20.843	21.262
Cook	May 1/14	1.5%	20.544	20.921	21.386	21.876
	May 1/15	1.3%	20.811	21.193	21.664	22.160
Hskp. Aide, Laundry Aide, Dietary Aide, Receiver, Housekeeper, Janitor/Groundskeeper Transp/Program Asst.	May 1/14	1.5%	18.900	19.264	19.719	20.190
	May 1/15	1.3%	19.146	19.514	19.975	20.452
Short Order Cook	May 1/14	1.5%	18.987	19.566	19.763	20.190
	May 1/15	1.3%	19.234	19.819	20.020	20.452
Banquet Cook	May 1/14	1.5%	18.966	19.312	19.744	20.190
	May 1/15	1.3%	19.213	19.562	20.001	20.452
Waitress/Bartender Transp. Asst. Sup.S.	May 1/14	1.5%	14.465	14.808	15.238	15.670
	May 1/15	1.3%	14.653	15.001	15.436	15.874

**NOTES TO SCHEDULE "A"**

1. Add to Schedule "A" Health Care Aide: Health Care Aide classification for Health Care Aide Certificate or equivalent presently being recognized by the Employer.
2. The Personal Support Worker education accreditation is recognized as equivalent to the Health Care Aide Course.
3. Experience Pay: An employee who transfers to St. Joseph's Heritage from any bargaining unit within the St. Joseph's Care Group, may claim at the time of hiring consideration for the experience earned in the other St. Joseph's Care Group bargaining unit. If in the Employer's opinion such experience is relevant the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification on completion of the employee's probationary period.

Current employees at St. Joseph's Heritage, who have not previously received credit for such experience, will be eligible to claim experience pay. If in the Employer's opinion such experience is relevant, the employee will be slotted in that step of the wage progression effective the date they make their claim. It is understood and agreed that this shall not constitute a violation of the Wage Schedule of the Collective Agreement.

4. 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 seventeen hundred and sixty hours (1760) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.


**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

Employment of Disabled Workers


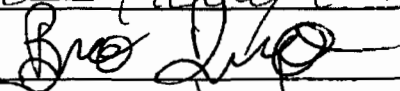
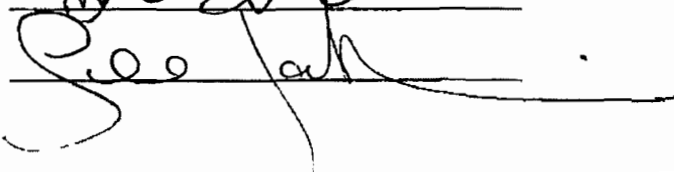
The Union and the Employer acknowledge their obligations to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

Short Shifts

The Employer has no intention, at this time, to increase shifts with a duration less than four (4) hours. Currently the Nutrition and Food Services Department has a 3.5 hour shift daily and Support Services Department has a two (2) hour shift for the Transportation Assistant.

Should the Employer decide to expand such shifts with a duration of less than four (4) hours, they will notify the Union and provide rationale. If requested, the parties will meet to discuss the expansion of such shifts prior to implementation.

This letter is not intended to and does not limit the Employer's ability to schedule and replace employees for education purposes.

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

*D. H. Giese*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Kevin Cully Ansel*  
*Bruce D. [unclear]*  
*[unclear]*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

Violence

The parties agree that workplace violence includes any act in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The Corporation has formalized policies dealing with workplace harassment, abuse and violence.

The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of the above article employees as referred to herein shall mean all employees of the Employer.

The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.

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.

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

*H. Hogue*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Kim Cully-Cassell*  
*Bruce D. Smith*  
*[Signature]*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

Joint Health and Safety

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

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

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

*D. G. G. G.*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Kevin Colby Anelli*  
*David G. G. G.*  
*[Signature]*  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

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.

The Employer has formalized policies relating to the harassment of staff by another staff member or members. Employees are to consult the policy on harassment and abuse and are free to pursue all avenues including the complaint investigation and resolution.

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

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

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

*H. H. H. H.*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Kim Cully*  
*BMO*  
*[Signature]*  
\_\_\_\_\_



**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

Leaves of Absence

Subject to Article 30 – Leaves of Absence in circumstances where the qualification upgrades are for positions within the home, the employer may grant the request provided that she meets the following conditions:

- The employee provides confirmation of acceptance into the education program from the educational institution as soon as possible but not less than 2 weeks of commencement of the program.
- The employee must immediately notify the employer, within two weeks, if she withdraws from the program.
- In the event an employee withdraws from the program, the approved leave will cease.

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

The employee's position shall be posted/filled as temporary for the duration of the program in accordance with Article 18.07 (a) and (b). At the end of the program the employee shall be returned to her position. The employee will remain eligible during the term of the program to apply for temporary positions at the home and her application will be considered under the provisions of the collective agreement. If requested by the employee, the employee shall be considered for call in hours based on the employee's availability, which shall be submitted by the employee in writing on a bi weekly basis or as agreed between the employee and employer.

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

Kontziere

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**FOR THE UNION:**

Ann Kelly Auel

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**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

**Re: 12 Hour Shifts**

The parties agree to meet during the term of this agreement to discuss 12 hour shifts.

Dated this 8<sup>th</sup> day of March, 2016

**FOR THE HERITAGE:**

*H. H. H. H.*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Mr. Cully*  
*Mr. H. H.*  
*200* \_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

**Re: Payment While Attending In-Service Sessions and Staff Meetings**

- (a) In-services that are required by the Employer are normally done during an employee's regularly scheduled working hours.
- (b) Attendance at in-services outside of an employee's regularly scheduled working hours is normally without pay unless attendance is deemed mandatory and required by the Employer.
- (c) Where an employee is required by the Employer to attend a mandatory in-service outside of the employee's regularly scheduled working hours, that employee will be paid for the time spent in such in-service in accordance with the collective agreement.
- (d) 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. Attendance at such in-services will not result in overtime payment.
- (d) The Employer will endeavour to not cause staff to work short due to in-services scheduled by the Employer.

Dated this 8<sup>th</sup> day of March, 2016

**FOR THE HERITAGE:**

*St. Joseph's Heritage*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Shirley And*  
*Baro Duro*  
*[Signature]*  
\_\_\_\_\_

N309A

**PART-TIME ADDENDUM TO THE COLLECTIVE AGREEMENT**

-between-

**ST. JOSEPH'S HERITAGE**

-and-

**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**

**Term: May 1, 2014 – April 30, 2016**

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**ADDENDUM TO THE  
COLLECTIVE AGREEMENT**

made this        day of        , 2016.

**BETWEEN**

**ST. JOSEPH'S HERITAGE**

of the City of Thunder Bay, in the District  
of Thunder Bay, hereinafter referred to as the  
"Corporation",

**OF THE FIRST PART;**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION**

AFL-CIO, CLC, a voluntary union of employees  
representing certain employees of the Corporation through  
its LOCAL 1 CANADA, hereinafter referred to as the  
"Union",

**OF THE SECOND PART;**

WHEREAS the Corporation has established in the City of Thunder Bay, a complex which comprises a nursing facility, a housing facility and a community centre, all on the one premises, intended to provide special care and assistance primarily for the elderly and the infirm.

**WITNESSETH:**

**Incorporation**

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

The Employer and the Union agree that the following Articles of the Full-time Collective Agreement shall apply to part-time employees.

**ARTICLE 1        PURPOSE**

Same as full-time agreement.

**ARTICLE 2        SCOPE AND RECOGNITION**

2.01                    The Corporation recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages,

hours and working conditions for all employees of St. Joseph's Heritage employed at its Complex in the City of Thunder Bay regularly employed (for not more than twenty-four hours per week) save and except members of Sisters of St. Joseph of Sault Ste. Marie, supervisors and persons above the rank of supervisor, registered nurses, office and clerical employees, persons employed by a contractor of St. Joseph's General Hospital rendering service on the premises, students employed outside of their school hours and during their school vacation periods, volunteers, visitors (in housing), physiotherapists, recreational co-ordinator in community centre, day-care coordinator, activities director, and employees working in the recreation component.

For purposes of clarity, "student" means a person whose primary occupation is study at a school and the word "school" shall be deemed to include elementary, secondary, professional or technical school, college or university.

2.02 The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the bargaining unit above and represented by the Union either individually or collectively which will conflict with any of the provisions of this agreement.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Same as full-time agreement.

### **ARTICLE 4 DEFINITIONS**

Same as full-time agreement.

### **ARTICLE 5 UNION SECURITY**

Same as full-time agreement.

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

Same as full-time agreement.

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

7.01 The Corporation will recognize a Grievance Committee (hereinafter referred to as the "Committee") consisting of not more than five (5) stewards preferable from different departments of the Complex. Such stewards shall be elected by the employees of St. Joseph's Heritage, and each steward shall be a part-time employee of the Corporation who has completed his probationary period and has acquired seniority. One of the stewards shall be elected by the said employees as the Chief Steward, who may be the



principal spokesman for the Union Grievance Committee composed of the five stewards. The Chief Steward and one other steward may constitute a quorum for the Grievance Committee. It is the role of the stewards to deal with Union business as provided under this collective agreement.

7.02 - 7.06 - Same as full-time agreement.

## **ARTICLE 8            GRIEVANCE PROCEDURE**

Same as full-time agreement.

## **ARTICLE 9            SENIORITY**

9.01                    Effect of Absence

Same as full-time agreement.

9.02                    New part-time employees of the Corporation shall be considered probationary employees until they have successfully completed a probationary period of 375 hours worked (~~which would include hours not worked but paid for by the employer~~), from date of last hire by the Corporation. Upon completion of the probationary period described above continuous service, for all purposes of this Agreement, shall date from the original date of last hire by the Corporation.

Where deemed necessary by the Corporation the probationary period for an employee may be extended for a further one hundred and eighty-seven and one-half (187.5) hours. In all such instances the Union shall be advised in writing of the Corporation's intent and reason for its decision during the initial three hundred and seventy-five (375) hour probationary period.

9.03                    Same as full-time agreement.

9.04                    Same as full-time agreement.

9.05                    Same as full-time agreement.

9.06                    Same as full-time agreement.

9.07                    Same as full-time agreement.

9.08                    Same as full-time agreement.

## **ARTICLE 10           JOB SECURITY**

10.01                  Same as full-time agreement.

- 10.02 Same as full-time agreement.
- 10.03 (a) to (c) – Same as full-time agreement.  
(d) Not applicable to part-time  
(e) to (i) – Same as full-time agreement.
- 10.04 Not applicable to part-time.
- 10.05 Same as full-time agreement.
- 10.06 Same as full-time agreement.
- 10.07 Layoffs & Recalls  
Same as full-time agreement.
- 10.08 Same as full-time agreement.

## **ARTICLE 11      JOB POSTING**

11.01 (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Corporation, such vacancy shall be posted by the Corporation for a period of five (5) days excluding Saturday, Sunday and holidays. Vacancies created by the filling of an initial permanent vacancy and subsequent vacancies within the bargaining unit shall be posted for a period of three (3) consecutive days excluding Saturday, Sunday and holidays. All applications are to be made in writing within the posting period.

(b) The postings referred to in Article (a) shall stipulate the qualifications, classification, range of pay, department and shift and a copy shall be provided to the Chief Steward.

(c) Employees shall be selected for positions under Article (a) on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicants will be posted on the bulletin board and unsuccessful applicants will be notified.

11.02 For the purpose of this article part-time and full-time seniority shall be combined and calculated in accordance with Article 11.06. All internal employees will be considered prior to the consideration of applicants not employed by the Corporation.

If no applications to fill the vacancy are received from employees of the Corporation, or if the applicant or applicants are not in the opinion of the Corporation considered to be suitable for such vacancy, then the Corporation may fill the vacancy from the open market subject to the applicant's right to the grievance procedure.

11.03                    The successful applicant will be placed in the vacancy for a trial period not exceeding forty-five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

11.04                    Temporary Vacancies

Same as full-time agreement.

11.05                    Transfer to Higher or Lower Rated Classifications

Same as full-time agreement.

11.06                    Transference of Seniority and Service

Same as full-time agreement.

## ARTICLE 12            CONTRACTING OUT CLAUSE

Same as full-time agreement.

## ARTICLE 13            WORK OF THE BARGAINING UNIT

Same as full-time agreement.

## ARTICLE 14            PRINTING

Same as full-time agreement.

## ARTICLE 15            LEAVES OF ABSENCE

15.01                    Personal Leave of Absence

Same as full-time agreement.

15.02                    Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

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

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

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

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

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

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

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

15.04 An employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

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

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 for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

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

(c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

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

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

(e) Effective July 1, 2005, notwithstanding Article (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

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

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

Other Income - Payments in respect 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 (if any) and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

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

(f) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

15.12            Union Leave

Same as full-time agreement.

15.13            Bereavement Leave

Same as full-time agreement

15.14            Jury Duty

Same as full-time agreement.

15.15            Paid Education Leave

Same as full-time agreement.

15.16            Paternity Leave

(a) A male employee is entitled to five (5) days unpaid leave of absence at the time of the birth of his child. Under special circumstances, extended leave may be granted under Article 15.01, Personal Leave of Absence.

(b) An employee taking Paternity Leave shall give the supervisor as much advance notice as possible of the taking of the leave. The employee shall confirm in writing the duration and reasons for such leave upon his return to work.

15.17            Inservice  
Same as full-time agreement.

15.18            Full-time Union Office  
Same as full-time agreement.

**ARTICLE 16            HOURS OF WORK**

16.01            Hours of Work

(a) The normal work day shall be seven and one-half (7 1/2) hours, excluding the half-hour meal period.

(b) For the purposes of this Agreement, the work week commences at 00.01 a.m. on Sunday. The work day shall be a period of twenty-four (24) hours commencing at 00.01 a.m. of the operation as scheduled by the Corporation.

(c) Each seven and one half hour shift (7.5) shall include (2) two fifteen minute rest periods, one in each half of the shift.

Each five (5) hour shift shall include a twenty (20) minute rest period.

(d) Should an employee be recalled to duty by the Employer during her mealtime, additional time shall be provided later in the shift.

16.02            Scheduling of Days Off

Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to their immediate supervisor one (1) week in advance of posting. Such requests will be granted when possible.

16.03            A request by an employee for a change in the posted schedule must be submitted in writing, co-signed by the employee willing to exchange and approved by the Corporation, and such change will not result in overtime pay.

16.04            Part-time Scheduling

(a) Employees covered by this Agreement may be regularly scheduled up to twenty-four (24) hours per week. Hours will be scheduled amongst employees as equitably as is possible with due regard to the employee's stated availability to work. However, part-time employees may be offered more work in any week, which the employee has an option of refusing. Such work shall be in accordance with seniority with due regard to the employee's stated availability for work.



(b) For scheduling purposes only will the term "regular part-time employee" be used. All other employees who are not regularly scheduled will be part-time employees.

A regular part-time employee must make the following commitment to be available for work on a regular predetermined basis:

- (i) at least two (2) days per week;
- (ii) at least one (1) week-end in three (3)
- (iii) over either Christmas or New Year's only in the event of an emergency would an employee be required to work both days.
- (iv) during eleven (11) months of the year.

#### 16.05 Rest Periods

The Corporation will continue the present practice relative to rest periods.

### **ARTICLE 17 PREMIUM PAYMENTS**

#### 17.01 Overtime

(a) Subject to the provisions of 16.02, the Corporation shall pay time and one-half the normal straight time hourly rate of pay calculated to the nearest fifteen (15) minutes worked for all time in excess of seven and one-half (7 1/2) hours per day or in excess of seventy-five hours averaged over a fourteen day period. Overtime pay shall also be paid for work performed before the scheduled starting time and during an employee's scheduled time off, provided however that such overtime has been authorized by the appropriate supervisor or department head or acting supervisor or department head. There shall be no pyramiding of premium pay, overtime pay and paid holiday pay. (The normal straight time hourly rate of pay is the wage rate as found in Schedule "A" and does not include any other remuneration which an employee may receive pursuant to the terms of this Agreement.)

(b) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

(c) By mutual agreement between the Corporation and the employee involved, equivalent time off (i.e. at time and a half) may be granted in lieu of cash payment for overtime worked. If mutual agreement cannot be reached, cash payment will be made.

(d) If an employee is required to work two consecutive shifts she shall be provided a meal by the Employer, or if a meal cannot be provided she shall receive a five dollar (\$5.00) meal allowance on her next cheque.

17.02                    Shift Premium

Employees shall be paid a shift premium of thirty cents (\$.45) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours. Shift premium will not form part of the employee's straight time hourly rate.

17.03                    Weekend Premium

An employee shall be paid a weekend premium of fifteen (.15) per hour for each hour worked between 2300 hours Friday to 2300 hours Sunday or such other forty-eight (48) hour period that the employer may establish. If an employee is receiving overtime he/she will not receive weekend premium under this provision. However this shall not preclude an employee from receiving shift premium in accordance with article 17.02 as well as weekend premium, at the same time, in accordance with this article.

17.04                    Minimum Reporting Pay

If a part-time employee reports for work as scheduled but for whom no work at his regular job is available, or because a change was made in the schedule without notifying the employee concerned at least twenty-four (24) hours in advance, he/she shall be entitled to a minimum of four (4) hours pay.

17.05                    Call-Back

Same as full-time agreement.

17.06                    Call-In

Same as full-time agreement.

17.07                    Maintenance Workers

Not applicable to part-time.

17.08                    Standby Pay

An employee who is required to remain available for duty on standby outside the normal working hours for that particular employee shall receive standby pay in the amount of two dollars and fifty cents (\$2.50) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called in to work and works during the period of standby.

17.09                    Responsibility Allowance for Work Outside the Bargaining Unit

Same as full-time agreement.

## **ARTICLE 18 ALLOWANCES**

The Corporation will pay six cents (\$.06) per hour to all employees who are not provided a uniform on the basis of regular hours worked.

Effective date of ratification the Corporation will pay seven cents (\$.07) per hour to all employees who are not provided a uniform on the basis of regular hours worked.

The Corporation will supply one (1) uniform per year to part-time employees in all other classifications.

## **ARTICLE 19 HEALTH AND SAFETY**

Same as full-time agreement.

## **ARTICLE 20 PAID HOLIDAYS**

20.01 The Corporation recognizes the following days as paid holidays:

New Year's Day (January 1)	Civic Holiday
Family Day (Third Monday in February)	(first Monday in August)
Labour Day	Christmas Day (Dec 25)
Thanksgiving Day	Boxing Day (December 26)
Good Friday	Canada Day (July 1)
Victoria Day	

(a) An employee who works on any of the days listed in 27.01 shall be paid one and one-half (1 ½ ) times his regular straight time hourly rate (exclusive of the amount received in lieu of fringe benefits) for all hours worked on such day.

(b) The intent is that there shall be no more than ten (10) paid holidays through to the expiry date of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

20.02 Employees who have completed their probationary period will receive two (2) unpaid float holidays per fiscal year. These float holidays are not cumulative from year to year and must be taken no later than December 31. Employees shall not waive these float holidays and draw double-time.

20.03 The employees (part-time or full-time) will be required to work either the Christmas statutory holiday or the New Year's statutory holiday. Only in the event of an emergency would an employee be required to work both days.

The Workers' schedule covering Christmas/New Years will be posted by November 15 of each year. Employee requests for specific days off during this period

must be submitted by October 31 of each year. Such requests will be granted when possible.

**ARTICLE 21      VACATION PAY**

21.01                    (a) Vacation pay is to be paid out once per year on the pay period immediately following May 31st in each year.

(b) Part-time to receive vacation entitlements as follows:

<u>TOTAL HOURS WORKED</u>	<u>VACATION ENTITLEMENT</u>
0 to less than 1760 hours worked.	4% of gross earnings for the vacation year
1760 to less than 5280 hours worked	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5280 to less than 14080 hours worked	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14080 to less than 26400 hours worked	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
26400 to less than 40,480 hours worked	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year
40,480 hours or more worked	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.

Effective for the purposes of earning vacation in the 2008 vacation year for taking in the 2009 vacation year:

49,280 hours of more worked	7 calendar weeks vacation with pay at 14% of gross earnings for the vacation year.
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21.02                    For those employees requesting vacation time the vacation year shall be the period from July 1 of any year to June 30 of the following year, which shall be taken on a seniority basis within each department. Preference of the employees for vacation time will be indicated to the Corporation by the employees in order of seniority, but the Corporation will make the final decision as to when vacation can be taken.

21.03 The parties agree that the Corporation will post a list requesting vacation preference from employees. The list will be posted by March 01 of every year and remain posted until March 31 of every year and a finalized summer schedule will be posted by the Corporation by April 30 of each year. Scheduling conflicts will be resolved on the basis of seniority.

Failure of an employee to enter their preferred vacation dates by March 31 of each year will result in the employee concerned not being able to exercise seniority in the choice of vacation dates. Vacation request submitted after March 31 shall be authorized on a first come basis provided there is adequate staffing.

It is understood that this language does not supersede Article 20.09 (20.03 in the Part-time Addendum) of the Collective Agreement.

**ARTICLE 22 LIEU OF BENEFITS FOR PART-TIME EMPLOYEES**

22.01 Effective January 2, 2006 for current employees:

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, shift premium and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

Effective January 3, 2006 for employees hired on January 3, 2006 or after:

22.02 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, shift premium and pregnancy and parental supplemental unemployment benefits) an amount equal to 10% of his/her regular straight time hourly rate for all straight time hours paid.

22.03 Benefits at Age 70 and Older

In any event, once an employee (full-time or part-time) reaches age 70 and she continues to be employed she shall automatically receive thirty cents (\$.30) per hour worked in lieu of benefits.

**ARTICLE 23 INJURY AND DISABILITY**

Same as full-time agreement.

**ARTICLE 24      SICK LEAVE**

- 24.01 - 24.07      Not applicable to part-time.
- 24.08              Annual Medical  
Same as full-time agreement.
- 24.09              Physical Examinations  
Same as full-time agreement
- 24.10              Sick Leave Certificate  
Same as full-time agreement.

**ARTICLE 25      COMPENSATION**

- 25.01              Job Classifications and Wages  
Same as full-time agreement.
- 25.02              Retroactivity  
Same as full-time agreement.
- 25.03              Temporary Transfer  
Same as full-time agreement.
- 25.04              Same as full-time agreement.
- 25.05              Wage Progression

(a) Part-time employees within their position classification will progress to the next increment level according to Schedule "A" based on the number of hours worked. Hours worked and paid for, and hours not worked and paid for by the Corporation, hours not worked and paid for under the Workers' Compensation Act, (for an accident occurring while employed by the Corporation) shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

When an employee transfers or is promoted to a higher classification wage progression will be based on hours worked in that classification subject to the rate of pay being established according to Article 11.05.

25.06                    Transfer to Positions Outside of the Bargaining Unit

Same as full-time agreement.

25.07                    Transfer at Instance of the Corporation

Same as full-time agreement.

**ARTICLE 26                    FOR PURPOSES OF NUMBERING SEQUENCE ONLY.**

**ARTICLE 27                    PAY DAYS**

Same as full-time agreement.

**ARTICLE 28                    FOR PURPOSES OF NUMBERING SEQUENCE ONLY.**

**ARTICLE 29                    PERSONAL FILES**

Same as full-time agreement.

**ARTICLE 30                    PAID EDUCATION FUND**

Same as full-time agreement.

**ARTICLE 31                    TERM**

Same as full-time agreement.

**SCHEDULE "A"**

Same as full-time agreement.

**LETTERS OF UNDERSTANDING**

Re: Employment of Disabled Workers  
Same as full-time agreement.

Re: Short Shifts  
Same as full-time agreement.

Re: Violence  
Same as full-time agreement.

Re: Joint Health and Safety  
Same as full-time agreement.

Re: No Harassment  
Same as full-time agreement.

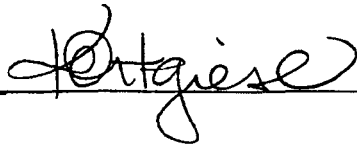
Re: Leaves of Absence  
Same as full-time agreement.

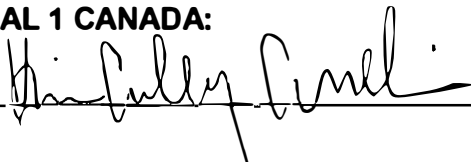

Re: Payment While Attending In-Service Sessions and Staff Meetings  
Same as full-time agreement.

DATED THIS 8<sup>th</sup> DAY OF March, 2016.

**ST. JOSEPH'S HERITAGE:**

**SERVICE EMPLOYEES UNION  
LOCAL 1 CANADA:**

  
\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF INTENT**  
**- between -**  
**SERVICE EMPLOYEES UNION LOCAL 1 CANADA**  
**- and -**  
**ST. JOSEPH'S HERITAGE**

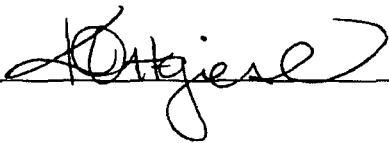
Re: Arrangement for Posting Part-time Temporary Vacancies

The parties agree that an Ad Hoc Committee comprised of equal representatives of the St. Joseph's Heritage and Service Employees Union Local 1 Canada will develop a procedure to deal with subsequent part-time temporary vacancies. The purpose of the procedure is to define a process that expedites the filling of part-time temporary vacancies yet to ensure that these vacancies are offered on the basis of seniority to part-time employees who have expressed their interest in writing providing they are the most senior employee able to meet the normal requirements of the job.

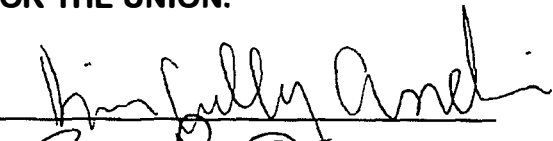
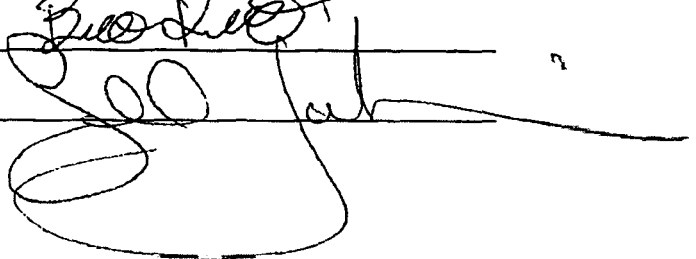
The procedure would be tested on a trial basis. The trial will be terminated six (6) months from the date the trial begins unless there is written confirmation of both parties to continue the trial. The trial can also be terminated by either party where issues are raised that the procedure is not working fairly.

Dated this 8<sup>th</sup> day of March, 2016.

**FOR THE HERITAGE:**

  
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**FOR THE UNION:**

  
  
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