

Unit Number: 405/405A

**COLLECTIVE AGREEMENT**

**B E T W E E N :**

**GRACE VILLA NURSING HOME  
(HAMILTON)**

**-AND -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**EFFECTIVE: September 22, 2016**

**EXPIRES: September 21, 2019**

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THIS AGREEMENT entered into as of the 10 day of May, 2017

**BETWEEN:**

**GRACE VILLA (HAMILTON)  
A Division of APANS Health Services  
(hereinafter referred to as the "Employer")**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
Affiliated with A.F.L., C.I.O., C.L.C.  
(hereinafter referred to as the "Union")**

Whereas the Ontario Labour Relations Board did on the 15th day of May, 1972, certify the Union as the bargaining agent for certain employees of the Employer;

And Whereas the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth;

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

#### **ARTICLE 1 - PURPOSE**

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

#### **ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Grace Villa at Hamilton, save and except registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor, office staff, persons regularly employed for not more than twenty-two and one-half (22.5) hours per week and students employed during the school vacation period.

- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.
- 2.05 Any reference to doctor will include, where appropriate, nurse practitioner.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, discharge, direct, classify, transfer, promote, demote, lay-off and suspend or otherwise discipline employees for just cause, provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;
  - (c) establish and enforce reasonable rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;
  - (d) generally to manage and operate the Nursing Home in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Nursing Home's operations, not otherwise specifically dealt with elsewhere in this Agreement. The Employer agrees prior to the introduction of any new policy or procedure related to terms and conditions of employment the Union will be advised by providing a copy of such policy to a Union Steward or through the Labour Management Committee.
  - (e) The Employer will maintain the present number of full-time jobs. If any vacancy occurs from this date, on a full-time position, the Employer will replace with a full-time employee.

- (f) All matters concerning the operation of the Home not specifically dealt with in this Agreement, shall be reserved to management and shall be its exclusive responsibility.

#### **ARTICLE 4 – DEFINITIONS**

4.01 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”.

#### **4.02 Unscheduled Part-Time**

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

#### **ARTICLE 5 - UNION SECURITY**

5.01 Each of the parties to this Agreement will ensure that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

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

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

- 5.03 (a) Deductions shall be made from each pay and forwarded to the Union Office on or before the 15<sup>th</sup> of the following month, where practicable.
- (b) Union dues are not deducted from any SUB plan payments and the Employer has no responsibility for Union dues while an employee is off on Pregnancy and/or Parental Leave.
- 5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- (b) The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.
- 5.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.06 Employment of Disabled Workers

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

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

- 6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial and the Employer agrees that there will be no lock-out.

## **ARTICLE 7 - UNION COMMITTEE & STEWARDS**

- 7.01 (a) The Employer recognizes that the Union has the right to appoint or to otherwise select a negotiating committee consisting of three (3) Union Representatives from the full-time and two (2) representatives from the

part-time. All members of the committee shall be regular employees of the Employer who have completed their probationary period.

(b) An employee who is a member of the negotiating committee shall be paid his regular rate for all regularly scheduled hours lost due to attending the negotiations meetings with the Management, up to the time application is made for Conciliation Services, and the services of the Conciliation Officer are used.

7.02 (a) The Employer recognizes the right of the Union to appoint or otherwise select from among full-time employees who have completed their probationary period and who are covered by this Agreement, four (4) Stewards, one (1) of whom shall be the Chief Steward, whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the Grievance Procedure.

(b) The Union agrees to notify the Employer of the names of the Stewards and members of the negotiating committee immediately when such an appointment or replacement is made.

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

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

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

#### 7.04 Labour Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet

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

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

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

#### 7.05 CMI/RAI MDS 2.0 Language

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

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

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

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

#### 7.06 Return to Work

- (a) The employee acknowledges her obligations and the Employer acknowledges the Employer's obligations regarding an Early and Safe Return to Work programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

- (b) The Employer agrees that its Early and Safe Return to Work programs will include a statement that the Employer will make reasonable effort to provide modified duties.
- (c) Prior to any disabled employee returning to work from a disability including WSIB to any modified/light/alternate work program, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.
- (d) The parties agree that the requirement to consult in the Return to Work language does not in any way mean that the Union's consent is required for the back to work program for the work force.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **8.01 Complaints and Grievances**

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

#### **Step Number 1**

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

#### **Step Number 2**

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

representative shall be given in writing within five (5) working days following the meeting.

### Step Number 3

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

- 8.02 Any of the time allowances above may be extended by mutual agreement of the parties.
- 8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances when a Union Steward is entirely unavailable the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.
- 8.05 Discharge Grievance
- (a) 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.
- (b) All such cases shall be taken up within eight (8) working days and disposed of within eleven (11) working days (or such longer period as maybe mutually agreed upon) of the date of the employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within eight (8) working days after the employee is notified of his discharge or within eight (8) working days after the employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

- (c) 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 by the Board of Arbitration, as the case may be.

#### 8.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give his decision in writing within five (5) working days after receiving the written grievance. Failing settlement the parties will meet within ten (10) working days in an attempt to resolve the issue. Failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Article 8.10.

#### 8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred.

However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate 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) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

## 8.09 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) working days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation shall be scheduled within twenty (20) working days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party, unless otherwise mutually agreed.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) working days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, unless otherwise mutually agreed. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

## 8.10 Arbitration Process

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) working days after the

appointment of the second of them, to agree upon a third person to act as Chair of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chair within ten (10) working days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair of the Board of Arbitration.

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

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, **unless otherwise mutually agreed.**
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (½) of the expenses and fees of the Chair.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chair shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness,

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

#### 8.11 Sole Arbitrator

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

### **ARTICLE 9 - SENIORITY**

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Home, both seniority and service will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with *the Ontario Human Rights Code*, as amended.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the 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 subsidized employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in

WSIB benefits. This provision shall be interpreted in a manner consistent with *the Ontario Human Rights Code*.

(d) Benefits/WSIB, Paid Leave

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

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

(e) **Employees on Union Leave shall continue to accumulate service and seniority for up to one (1) year while on such leave.**

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

9.02 A new employee will be considered on probation until after she has completed three hundred and seventy-five (375) hours of work. It is understood that the probation period is a period when an employee can be dismissed at the sole discretion, on a rational basis, of the Nursing Home. Once the probation period has been completed, the employee will be credited with seniority in accordance with the provisions of this Agreement.

9.03 The Employer agrees to consider the seniority of employees in making promotions, demotions and transfers. In cases of promotions, demotions or permanent transfers of employees, the skill, merit, efficiency and physical ability of the employees shall be considered. Preference will be given according to seniority, provided that the employee has the necessary skills and abilities to perform the work required. If no employee with recorded seniority applies for a posting, the Employer may fill the posting as it sees fit.

9.04 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the Grievance Procedure including the arbitration provisions. The function of the Union in dealing with complaints or grievances arising out of paragraphs 9.02 or 9.03 will generally consist of ascertaining that all relevant facts and circumstances have been adequately considered by the Employer.

9.05 (a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments, in January and July of each year, showing employees' names in order of seniority, classification, the seniority and starting dates. Where an electronic copy is provided the Employer

need not supply a copy to the Chief Steward.

- (b) If there are no written complaints concerning the seniority list in the thirty (30) calendar days following its posting, the list shall be deemed to be accurate and the sole record of seniority until the next posting. Should there be a tie date of hire of two (2) or more full time employees, the tiebreaker used shall be a lottery.

#### 9.06 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause and is not subsequently reinstated through the grievance procedure; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.

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

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

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

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

## ARTICLE 10 – JOB SECURITY

### 10.01 Layoff and Recall

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

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

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

### 10.02 Lay-Off Procedure

- (a) Where a surplus of employee(s) within a classification exists on a shift, the Employer may serve a notice of lay-off to the most junior employee(s) in the same classification on that shift. However, if the employee(s) thus served with notice have greater seniority than an employee(s) on another shift in the same classification; they may bump such most junior employee(s).
- (b) An employee who is subject to lay-off shall have the right to either:
  - (i) accept the lay-off; or
  - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
  - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
  - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
  - (v) An identical paying classification shall include any classification where

the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employees straight time hourly wage rate.

- (vi) In the event that there are no employees within the laid off employee's classification in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.

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

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

### 10.03 Recall Rights

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

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

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

#### 10.04 Benefits on Lay-Off

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

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

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

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

## **ARTICLE 11 - JOB POSTING**

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions which are created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new job(s) or vacancies for a period of seven (7) calendar days and shall stipulate the qualifications, classification, rate of pay, department, approximate start date (if known), and initial assignment (shift and floor), before new Employees are hired, in order to allow Employees with seniority to apply.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The Employer shall, after the completion of the job posting procedure, post for at least seven (7) calendar days the name of the successful applicant. The parties agree that an administrative oversight in this regard does not void the job posting.

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

- 11.03 No external applications will be considered until the internal process is exhausted.

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

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

- 11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred and twelve and one-half (112½) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

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

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

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

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

11.06 It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees.

11.07 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

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

(b) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

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

#### 11.09 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37½) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 11.08. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

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

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

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

11.10 Employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation.

An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

#### 11.11 Permanent Transfers

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

- (b) Assignment of an employee to a lower rated classification shall be avoided, but may occur in a reduction of staff, inability to perform his previous job due to sickness or accident, or at the wish of the employee under a permanent transfer. In which case:
  - (i) if an employee is then receiving a rate which is higher than the twelve (12) month rate of the job to which he is transferred, he shall be paid such twelve (12) month rate: or
  - (ii) if an employee is then receiving a rate which is lower than the twelve (12) month rate of the job to which he is transferred, he shall continue to receive the same rate of pay as that for his previous job and then shall spend only such length of time on this rate as is required of him to complete a total of twelve (12) months on such job including any past experience on such job. He shall then be advanced through the rates for the job group as provided in Schedule "A".
- (c) Subject to (a) and (b) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time employees covered by the full-time Agreement.

## **ARTICLE 12 - NO CONTRACTING OUT**

12.01 The Nursing Home shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a 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**

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

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

13.03 Full-time/Part-time Ratio

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

## **ARTICLE 14 – PRINTING**

14.01 The Employer and the Union will share equally in any cost of printing the Collective Agreement. In implementing this provision the parties shall seek the least expensive unionized alternative.

## **ARTICLE 15 – LEAVES OF ABSENCE**

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

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union. Such response will be provided to the Employee within three (3) business days of receipt of the request, excluding weekends and holidays.

To qualify for leaves of absence as stipulated above the employee must have completed **nine (9)** months of employment with the Employer and it is expressly understood, no benefit except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

(a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least four (4) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

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

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

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

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

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

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

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

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

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

The SUB top-up by the 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 Article 15.06.

- 15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

15.11 Parental Leave

- (a) An employee who becomes a parent, and who has been employed 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 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child

first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

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

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

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

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit.

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

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

The SUB top-up by the 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 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

#### 15.12 Union Leave

- (a) The Employer shall grant leaves of absence to employees to attend Union

Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Nursing Home.

- (b) In requesting such leaves of absence, the Union must give eighteen (18) days notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the Employees. **The Union can request up to one hundred and twenty (120) days of union leave per union leave request.** Employees will be maintained on regular pay and benefits (including Pension **but not including any sick leave, EI Carve-Out, Weekly Indemnity or LTD if applicable**), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB), **Pension and Health and Welfare premiums for the period. For clarity, for leaves which are thirty (30) consecutive calendar days or less in duration, the Union's reimbursement will not include Health and Welfare premiums.**
- (d) Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

#### 15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.
- (c) It is agreed that this pay for such days of absence is limited to the days

actually missed from work as per the employee's scheduled working days.

- (d) In the event of a delayed 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 that the bereavement leave will not be charged against sick leave accumulated.

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

#### 15.14 Jury and Witness Duty

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

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

#### 15.15 Educational Leave

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

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

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

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

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

15.17 Family Medical Leave (as per ESA)

The employee and the Employer will continue to pay their respective shares of the benefits premiums.

- (a) Family medical leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26 (twenty-six) week period in accordance with the Employment Standards Act which requires a certificate from a qualified medical practitioner.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on family medical leave, the employee shall be reinstated to her former position.
- (d) The Record of Employment (ROE) will be provided immediately following the seventh (7<sup>th</sup>) day of such leave.

15.18 Election to Public Office

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

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

#### 15.19 Clarification re EI from Multiple Workplaces

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

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

### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. Notwithstanding this article some part-time employees may be assigned to shifts of shorter duration. An employee's hours of work shall be so scheduled that he works an average of seventy-five (75) hours in a bi-weekly period of seven and one-half (7 1/2) hours in a day, exclusive of a thirty (30) minute unpaid meal break.
- (b) Hours of work; where hours are averaged over a two (2) week period, that two (2) week period will coincide with the two (2) weeks of the pay period.
- (c) Daylight Savings Time
- During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an Employee shall be paid for seven and one-half (7-1/2) hours, notwithstanding the fact they have worked either six and one-half (6-1/2) hours or eight and one-half (8-1/2) hours.
- (d) Employees required for reporting purposes shall remain at work for a period of up to 15 minutes which shall be unpaid. Should the reporting time extend beyond 15 minutes however, the entire period shall be considered overtime for the purposes of payment.

16.02 The following regulations govern scheduling of hours of employees in the bargaining unit.

- (a) Shift schedules covering a four (4) week period will be posted two (2) weeks in advance. Upon request, the chief steward will be provided with a copy of the posted schedule. Employee requests for specific days off must be submitted to the supervisor one (1) week in advance of the posting schedule.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) the employee's regular rate of pay for all hours worked.
- (c) Except where mutually agreed otherwise, shift schedules shall be arranged by seniority so that an employee:
  - (i) is not scheduled to work more than six (6) consecutive days;
  - (ii) may with the Employer's approval, exchange shifts with another employee, provided that no cost to the Employer results.
  - (iii) **the Employer is able to schedule, by seniority, part-time employees up to 60 hours per pay period, during prime vacation months of June, July and August.**
- (d) Employees will be scheduled so they will receive every other weekend off whenever possible.

16.03 Lunch or meal periods are to be allowed, and will be uninterrupted, except in case of emergency. Proper facilities will be provided for employees who bring their own lunch and locker facilities will be provided. Should an employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.

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

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

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

## ARTICLE 17 - PREMIUM PAYMENTS

- 17.01 (a) Authorized work performed by employees in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a bi-weekly period will be counted as overtime work and will be paid for at a rate of time and one-half (1 1/2) the employee's regular rate of pay.
- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (c) If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (f) An employee who is absent on paid time during his scheduled work week because of sickness, WSIB, bereavement, holidays, vacation, or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours during such absence for the calculation of eligibility for overtime rate.

### 17.02 Shift Premium

- (a) All employees who are required by the Employer to rotate over two or more shifts shall receive a shift premium of twenty-eight (28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premiums and shift premiums will not form part of the employee's straight time hourly rate.
- (b) In no event shall there be any pyramiding of benefits or payments.

(c) Weekend Premium

Twenty-five (\$0.25) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

**Effective September 22, 2016, thirty (\$0.30) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.**

**Effective September 22, 2017, thirty-five (\$0.35) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.**

17.03 When an employee reports for work at his assigned starting time without being told in advance by the Home not to report at said time, then the employee shall receive work or pay in lieu of work, for four (4) hours during that day. For employees who are regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours normally scheduled to work. This obligation on the part of the Home shall cease if no work can be provided due to fire, Acts of God or other circumstances beyond the control of the Home, or failure on the part of the employee to keep the Home informed of his current address and telephone number.

17.04 Call Back

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

It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

17.05 Call-In

(a) When an employee is called in to work within one-half hour of the starting time of the shift and the employee commences work within one hour of receiving the call, she will be paid from the starting time of the shift.

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

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

17.06 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.

**Effective September 22, 2017**, 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 **eight dollars (\$8.00)** 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 eight dollars (\$8.00) for each shift.

**Effective September 22, 2017**, 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 eight dollars **and fifty cents (\$8.50)** for each shift.

- (c) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.
- (d) It is understood and agreed that only one of the above-noted premiums will apply at any one time.

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

## **ARTICLE 18 - UNIFORM ALLOWANCE**

- 18.01 The Employer agrees to pay a uniform allowance of seven cents (7.0) per hour, and to be paid every six (6) months, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- 18.02 Uniform Allowance will not be paid to new employees prior to completion of the probationary period.

## **ARTICLE 19 – HEALTH AND SAFETY**

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

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such policies will be reviewed by the Joint Health and Safety Committee.
- 19.02 A joint management-employee Health and Safety Committee with equal representation to include part-time, shall identify potential problems and hazards and recommend steps to deal with such problems and hazards. The committee shall meet at least bi-monthly.

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

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

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

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the

opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

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

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

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

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

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

#### 19.07 Violence

(a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such

incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

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

19.08 The Employer shall:

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

19.09 A worker shall,

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;

- (c) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

#### 19.10 Injured Workers Provisions

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

#### 19.11 Infectious Diseases

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

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

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

#### 19.12 Day of Mourning

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

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

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

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

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

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

19.16 No Harassment

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

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

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

**ARTICLE 20 - PAID HOLIDAYS**

Note: For purposes of calculating and qualifying for holidays, the related provisions for employees who elected Status Quo pursuant to the one-time choice following May 31, 2004 relating to part-time benefits are found in Appendix "A".

20.01 (a) The following days shall be recognized as paid holidays:

- |                  |                      |
|------------------|----------------------|
| New Year's Day   | Christmas Day        |
| Family Day       | Boxing Day           |
| Good Friday      | Victoria Day         |
| Canada Day       | August Civic Holiday |
| Labour Day       |                      |
| Thanksgiving Day |                      |

All employees shall be entitled to two (2) float paid holidays (two (2) days off with pay) on a date to be mutually agreed upon by the employee and the Employer. Such day off may not be taken during the period commencing December 15th of any calendar year and ending January 15th of the following year.

(b) Accommodations of Spiritual or Cultural Observances

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

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

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

20.02 Holiday pay for employees who regularly work more than 45 hours but less than 75 hours is based on proration formula noted in Article 22.11 of this agreement. Holiday entitlement for employees who regularly work more than 66 hours bi-weekly but less than 75 hours bi-weekly shall be based on provisions for employees regularly working 75 hours.

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

(b) If an employee meets the qualifications in 20.03 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

20.04 If a full-time employee is scheduled to work on a recognized holiday, he shall receive one (1) regular day's pay plus time and one-half (1/2) his regular rate for the

normal hours worked on such a holiday, or he may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half (1/2) his regular rate for the normal hours worked on such a holiday.

- 20.05 In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday plus time and one-half (1/2) the employee's regular rate for any and all hours worked on such day.
- 20.06 If one of the above named holidays occurs on an employee's regular days off, or during his vacation period, the employee will receive, within forty-five (45) days, an additional day off in lieu thereof, or a day's pay. This option will be the right of the employee.
- 20.07 For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday and end at 10.59 p.m. on the holiday.
- 20.08 If during the currency of this Agreement, The Employment Standards Act of Ontario is amended so as to provide a Holiday in addition to those currently provided by that Act, which is also in addition to the holidays listed above, then in such event, such holiday will be recognized by the Employer in lieu of any one of the above. The intention of the parties being that the number of paid holidays recognized hereunder shall not exceed twelve (12).
- 20.09 If an employee is absent due to sick leave, he/she shall be entitled to not more than two (2) paid holidays during such absence and shall not be entitled to sick pay on that day. For the third and subsequent holidays which fall during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.
- 20.10 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.
- 20.11 Full-time employees who qualify for a lieu day pursuant to the collective agreement may elect to accumulate up to a maximum of three (3) lieu days **in a rolling/replenishable lieu day bank.**

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

With the exception of lieu days which may be earned during Christmas and New Year's, all lieu days shall be requested such that they are taken prior to November 30<sup>th</sup>, failing which the Employer may schedule such lieu days at its discretion, or authorize payment for same, at the Employer's option. Employees will make any request to utilize a lieu day at least one (1) week in advance of the next posting of the schedule.

The scheduling of lieu days shall be finally determined by the Employer given due consideration for the safe and efficient operation of the nursing home. Such request shall not be unreasonably denied.

## **ARTICLE 21 - VACATION**

21.01 Each regular full-time employee covered by this Agreement shall receive vacation with pay on the basis of service to the date of **December 31st**, as follows:

- (a) Employees who have completed their probationary period as at the vacation cut-off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days with vacation pay at their current rate.
- (b) three (3) years and over - fifteen (15) working days with vacation pay at their current rate.
- (c) eight (8) years and over - twenty (20) working days with vacation pay at their current rate.
- (d) fifteen (15) years and over - twenty-five (25) working days with vacation pay at their current rate.
- (e) twenty-two (22) years and over - thirty (30) working days with vacation pay at their current rate.
- (f) Twenty-eight (28) years and over – thirty (35) working days with vacation pay at their current rate.

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

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

2 week entitlement                      4%

3 week entitlement	6%
4 week entitlement	8%
5 week entitlement	10%
6 week entitlement	12%
7 week entitlement	14%

21.04 Employees who are regularly scheduled to work sixty-six (66) hours or less biweekly shall receive vacation benefits for the vacation year as follows:

<u>Total Hours Paid as of December 31<sup>st</sup></u>	<u>Vacation Entitlement</u>
0 to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5,400 to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27,000 to less than 39,600 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.
39,600 to less than 50,400 hours paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year
50,400 hours or more paid	7 calendar weeks vacation with pay at 14% of gross earnings for the vacation year.

21.05 For the purposes of this Article gross earnings shall include all earnings from the previous year, including, but not limited to, vacation payments.

21.06 (a) **Vacation approvals will be submitted twice per year. Vacations approvals must be submitted by September 15<sup>th</sup> for January to June vacation time, and March 15<sup>th</sup> for July to December vacation time. Vacation approvals will be posted by October 15<sup>th</sup> for January to June vacation time and April 15<sup>th</sup> for July to December vacation time.** Approval will not be unreasonably withheld. The Employer will consider the wishes of the employees in order of the employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Nursing Home. All vacations must be taken by December 15<sup>th</sup> of the qualifying year.

**(b) Employees cannot extend their vacation with leaves of absences.**

21.07 Vacation pay shall be paid prior to the date the employee goes on vacation if notice is given, in writing, by the employee one month prior to the commencement of vacation. Otherwise vacation pay will be issued on the following pay period. The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's annual tax bracket. In circumstances where the employer utilizes a direct bank deposit system, vacation pay will not be paid in advance of the vacation leave.

21.08 On termination, an employee will be paid their full entitlement of vacation pay up to the date of termination.

21.09 Due to the attempt to grant as much time off as possible over the Christmas and New Year Holiday period, neither vacation nor leave of absence will be granted between December 15<sup>th</sup> and January 15<sup>th</sup>; except to a minimum number of employees over the Christmas and New year holiday period (between December 15 and January 15) as follows:

RPN	2
PSW	5
Dietary	1
Housekeeping	1
Laundry	1
Activities	<u>1</u>
Total	11

A rotating seniority list shall be used when granting vacation or Leave of Absence requests during this period until such time as all other employees applying have been given an opportunity to obtain vacation time or leave of Absence between December 15 and January 15.

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

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.11 of this Agreement. Same sex spouse is eligible to be a dependent for insured benefits.

22.02 The Employer agrees to pay the indicated percentage of the following plans for regular employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through the Employer's payroll:

One hundred percent (100%) of Ontario Health Insurance Plan (OHIP) basic rate, single or family.

22.03 Life Insurance Policy - The Employer agrees to pay one hundred percent (100%) of the premium to insure all full-time employees for the amount of Thirty Thousand dollars (\$30,000.00).

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

22.04 The Employer agrees to provide directly to the employee, benefits to employees and their dependants, which are identical to those set out in the following plans:

Extended Health Care Plan - Blue Cross.

Implement Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrolment to be included.

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

22.05 Blue Cross Vision Care Plan (\$250.00) every two years to include both contact lens and laser eye surgery.

**Effective October 13, 2016**, Blue Cross Vision Care Plan (**\$275.00**) every two years, to include both contact lens and laser eye surgery.

**Effective September 22, 2017**, Blue Cross Vision Care Plan (**\$275.00**) every two years, to include both contact lens and laser eye surgery **and coverage for eye exams.**

**Effective September 22, 2018**, Blue Cross Vision Care Plan (**\$300.00**) every two years, to include both contact lens and laser eye surgery and coverage for eye exams.

The Employer further agrees to process all claims within two (2) weeks of the submission of the claim to the Home by the employee concerned.

The premiums will be one hundred percent (100%) paid by the Employer.

22.06 The Employer shall provide a dental plan, Blue Cross #9 (or its equivalent), based on a 1 year lag in the ODA fee guide, provided that the enrolment requirements of the plan are met. Fifty percent (50%) of the billed premiums will be paid by the Employer. It is understood that there is a Two Thousand Dollar (\$2,000.00) maximum per insured person per year.

Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

Dental plan to reflect that for persons 18 years and older, recall is on a 9 month basis

Dental plan to include dentures, crowns and braces (for children up to the age of 18), subject to 50% co-insurance.

#### 22.07 Benefits Enrollment Requirements

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

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

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

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

#### 22.08 Change of Carriers

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

#### 22.09 Benefit Grievance Resolution

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

- (a) the Union or Employer shall file a written grievance within ten (10) working days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within ten (10) working days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limits, then the grievance shall be referred to a single Arbitrator within twenty (20) working days. If the parties do not agree on the Arbitrator, they shall utilize the list in (f) below.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Norm Jesin and Laura Trachuk.
- (g) the arbitrator shall render a decision within ten (10) working days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

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

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

#### 22.10 Nursing Homes and Related Industries Pension Plan

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

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

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

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

iii) vacation pay.

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

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed three hundred and seventy-five (375) hours of service.

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

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

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

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

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

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

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

.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably

require in order to properly record and process pension contributions and pension benefits.

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

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

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

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

- (i) To be Provided Once Only at Plan Commencement
  - Date of Hire
  - Date of Birth
  - Date of first Remittance
  - Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).
  
- (ii) To be Provided with each Remittance
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable Earnings
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- (iii) To be Provided Periodically
  - Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
  - Termination date when applicable

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

.06 **If there is an allegation of non payment of pension contributions, the Union will file a grievance.**

.07 Where legislation or the Plan prohibits an employee from contributing to NHRIPP because of age, an amount equivalent to the deductions in Article 22.11 will be paid to the employee.

22.11 (a) Appendix "A" will continue to apply to employees on staff as at May 31, 2004, working less than 75 hours biweekly, who elected status quo

(b) Permanent Part-Time Employee Proration Formula Benefits

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

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

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

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

When an employee is on:

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

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

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

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

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

#### 22.12 New Hires

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

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

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

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

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

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive fifty cents per hour in lieu to part time employees. Any such employee who works past age 70 and was employed by the Employer as of the date of the last Memorandum of Settlement respecting the 2004-2007 collective agreement shall have the option of choosing either the \$0.50 in lieu provision or the preexisting in lieu provision, if any.

## ARTICLE 23 – INJURY AND DISABILITY

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

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

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

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

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

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

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

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

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

23.07 Workplace Safety and Insurance Board Challenge

In the event that the Employer challenges a WSIB claim, an Employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the sick leave plan, Article 24. Payment under this Article will only be provided if the Employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer from any loss of earnings benefits that are paid under her claim and within fifteen (15) days after those payments are received by the Employee. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the Employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

## **ARTICLE 24 – SICK LEAVE**

Note: The following provision applies to employees working more than 45 hours bi-weekly who have prorata sick benefits. The provision below identifies the benefit applicable to a 37.5 hour per week employee. The prorata formula would apply to this new provision in the same way that it currently applies to the weekly indemnity provision. If a contract remains with an in lieu of benefits provision only, the following provisions are applicable to full-time employees only.

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

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours

paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim eighty-five percent (85%) of earnings for scheduled lost time due to illness for the first two (2) calendar weeks during any one illness.

- (c) The Employee shall apply for E.I. sick leave for weeks three (3) through seventeen (17) of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages.

The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit. In the event the Employee does not qualify for EI Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks three (3) through seventeen (17) of any personal illness or injury but shall not be eligible for benefits under (d) below.

- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.

- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employees home or paid by direct deposit.

- (a) Weekly Indemnity participation is voluntary for all employees.
- (b) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
- (c) An employee who does not enrol at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
- (d) Notwithstanding (c) above;
  - (i) an employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign

up period,

- (ii) an employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks, will be automatically enrolled within one (1) month of the successful posting,
  - (iii) an employee with an increase in their prorata percentage of twenty percent (20%) or greater, above the prorata period immediately prior, may enrol at the commencement of the next sign up period, without evidence of insurability.
- (f) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

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

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

The Employer shall exercise discretion in making such requests.

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

- (h) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.
- (i) The Employer will notify the employees of their accumulation of sick leave on request.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 15.08.
- (k) Re: Annual Medicals

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 an annual medical examination, the matter will be forwarded to arbitration.

- (l) Subject to a maximum accrual in the collective agreement, any sick days remaining in employees' sick day banks at the end of the year shall be carried over to the following year.

#### 24.02 Part-time to Full-time Sick Leave Transfers

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

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

- 24.04 **Part-time employees who are post probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours. Employees will not be allowed to use more than 22.5 hours sick time in any calendar year. Sick banks will carry over from year to year but shall not exceed 22.5 hours. Accumulated sick days will be paid in accordance with the sick provisions of the full-time collective agreement relating to**

**accumulated days, except as limited by this provision.**

## **ARTICLE 25 – COMPENSATION**

25.01 Wages shall be paid according to Schedule "A" attached to and forming part of this Agreement.

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

### 25.03 Temporary Transfers

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

### 25.04 New Classification

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

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

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

classifications in the bargaining unit having regard to the requirements of such classifications.

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

25.05 All hours worked and hours paid during the probationary period of 487.5 hours, shall be counted towards hours required to move from the start rate to the one year rate.

25.06 There shall be three (3) days orientation of new employees. It is understood that these employees shall not be used as a replacement of regular staff.

25.07 Compensation While Attending In-Service Sessions and Staff Meetings

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

## **ARTICLE 26 - BULLETIN BOARDS**

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

## **ARTICLE 27 - PAY DAYS**

27.01 (a) The Employer agrees that wages shall be paid during working hours on a regular pay day each two (2) weeks (Thursday) except when interfered with by the occurrence of a paid holiday. In this case, the regular pay day may be delayed one (1) day. In such case the employees working the afternoon or night shift will be paid during the last shift on the day before the regular pay day.

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

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

### **27.03 Errors on Paycheques**

**In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.**

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

## **ARTICLE 28 – INTERPRETATION**

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

## **ARTICLE 29 - PERSONNEL FILES**

### **29.01 Letters of Reprimand**

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

### **29.02 Suspension**

Records of suspension are to be removed from an Employee's personnel file after eighteen (18) months from the date of discipline, provided that the Employee has remained discipline free during that period, except in the case of incidents

involving residents in which case the record will remain on file if the complaint is not reversed through settlement or arbitration. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the eighteen (18) month period noted above.

#### 29.03 Viewing 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**

30.01 The Employer agrees to pay into a special dues fund the amount of two (2) cents per hour per employee for all paid hours. Such monies to be paid on a quarterly basis into a fund established by Service Employees' International Union Local 1 Canada and shall be utilized by the Union at its discretion.

### **ARTICLE 31 - TERM**

31.01 This Agreement shall be effective from **September 22, 2016**, and shall continue in effect until **September 21, 2019** and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.


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


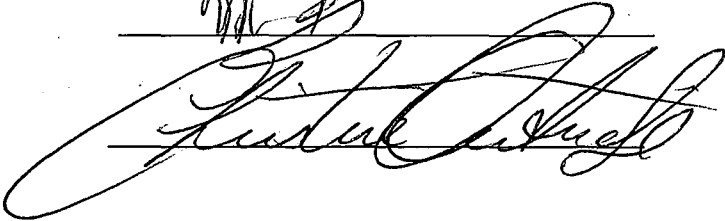
31.03 If, pursuant to such negotiations an agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new agreement or completion of the proceedings prescribed under The Labour Relations Act, 1981, of The Province of Ontario and the Hospital Labour Disputes Arbitration Act, 1982, as amended, whichever should first occur.

DATED at Hamilton as of the 10 day of May 2017.

GRACE VILLA NURSING HOME

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA

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

  
  
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**SCHEDULE "A"**

	<b>Prob.</b>	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>
<b>RPN</b>				
<b>September 16, 2015</b>	24.53	24.79	25.12	25.60
<b>September 22, 2016</b>	<b>24.97</b>	<b>25.24</b>	<b>25.57</b>	<b>26.06</b>
<b>September 22, 2017</b>	<b>25.42</b>	<b>25.69</b>	<b>26.03</b>	<b>26.53</b>
<b>September 22, 2018</b>	<b>25.93</b>	<b>26.20</b>	<b>26.55</b>	<b>27.05</b>
<b>Personal Support Worker, Activity Aide</b>				
<b>September 16, 2015</b>	18.71	19.55	20.02	20.50
<b>September 22, 2016</b>	<b>18.97</b>	<b>19.82</b>	<b>20.30</b>	<b>20.79</b>
<b>September 22, 2017</b>	<b>19.24</b>	<b>20.10</b>	<b>20.58</b>	<b>21.08</b>
<b>September 22, 2018</b>	<b>19.51</b>	<b>20.38</b>	<b>20.87</b>	<b>21.38</b>
<b>Basic Aide (Housekeeping, Laundry and Dietary)</b>				
<b>September 16, 2015</b>	19.03	19.36	19.79	20.30
<b>September 22, 2016</b>	<b>19.30</b>	<b>19.63</b>	<b>20.07</b>	<b>20.58</b>
<b>September 22, 2017</b>	<b>19.57</b>	<b>19.90</b>	<b>20.35</b>	<b>20.87</b>
<b>September 22, 2018</b>	<b>19.84</b>	<b>20.18</b>	<b>20.63</b>	<b>21.16</b>
<b>Cook</b>				
<b>September 16, 2015</b>	19.94	20.30	20.73	21.20
<b>September 22, 2016</b>	<b>20.22</b>	<b>20.58</b>	<b>21.02</b>	<b>21.50</b>
<b>September 22, 2017</b>	<b>20.50</b>	<b>20.87</b>	<b>21.31</b>	<b>21.80</b>
<b>September 22, 2018</b>	<b>20.79</b>	<b>21.16</b>	<b>21.61</b>	<b>22.11</b>
<b>Cook 2</b>				
<b>September 16, 2015</b>	19.52	19.86	20.30	20.79
<b>September 22, 2016</b>	<b>19.79</b>	<b>20.14</b>	<b>20.58</b>	<b>21.08</b>
<b>September 22, 2017</b>	<b>20.07</b>	<b>20.42</b>	<b>20.87</b>	<b>21.38</b>
<b>September 22, 2018</b>	<b>20.35</b>	<b>20.71</b>	<b>21.16</b>	<b>21.68</b>

Note: Premium for Personal Support Worker Certificate or Activity Aide Certificate to be fifteen (15) cents per hour.

Note: Effective September 22, 2017, dietary aides who have completed a college Food Service Worker training program as contemplated by s.78(1) of Ontario Regulation 79/10 under the *Long Term Care Homes Act* will receive a 10¢/hour premium above their prevailing rate.

A Pay Equity adjustment of \$1.50 per hour has been incorporated in the above hourly rates.

**Recognition of Previous Experience – RPNs (and RNs where applicable) Only**

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

**NOTE: For greater clarity, recent related experience includes recent related RN/RPN experience out of province and out of country.**

# **PAY EQUITY AGREEMENT**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1.0n**

**and**

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

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

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

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

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

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

Any new classifications that may be created in the bargaining unit shall be deemed to

achieve pay equity through the application of the "new classification" clauses of the Collective Agreements.

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

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

DATED this 10 day of May, 2004

**GRACE VILLA NURSING HOME  
(HAMILTON)**

**-and-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**INCORPORATION**

The Employer and the Union agree that all provisions of the Collective Agreement to which this addendum is attached, shall be incorporated into the addendum and be applicable to 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 Collective Agreement shall apply to part-time employees:

Article 1 – Purpose

Same as full-time Agreement.

Article 2 - Scope and Recognition

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Grace Villa at Hamilton, Ontario, regularly employed for not more than twenty-two and one-half (22 1/2) hours per weeks, save and except registered nurses, supervisors, foremen, persons above the rank of supervisor or foreman and office staff.

2.02 - 2.04 Same as full-time agreement.

Article 3 - Management Rights

Same as full-time agreement.

Article 4 – Definitions

4.01 Same as full-time agreement

4.02 This Collective Agreement describes the terms and conditions of employment, as specified in Article 1 hereof, for all employees regularly scheduled to work up to and including forty-five (45) hours in a bi-weekly period and, within this Agreement, the word "Employee" shall be interpreted as such.

4.03 "Full-Time Agreement" is the collective agreement between Service Employees International Union and the Employer, which applies to a bargaining unit of service employees working more than forty-five (45) hours in a bi-weekly period.

4.04 The word "employee" as used in this addendum shall mean an employee who is regularly scheduled to work forty-five (45) hours or less in a bi-weekly period.

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

- (a) The employee is replacing a temporarily absent employee (who may be either a full-time or part-time employee).
- (b) The employee will, under normal circumstances, return to her former position at the end of the replacement period.

4.05 A part-time employee, who it is understood is covered by this Collective Agreement, is one who is committed to and works a regular schedule of hours such that the total of bi-weekly scheduled hours is forty-five (45) hours or less.

4.06 The part-time employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's periods, to replace an employee who fails to report for her scheduled shift, and at least an alternate paid holiday if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time position and will not make unreasonable requests for additional work by part-time employees. However, it is also understood that unreasonable or consistent refusal by a part-time employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.

#### 4.07 Unscheduled Part-Time

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

Article 5 - Union Security

Same as full-time agreement.

Article 6 – No Strikes or Lockouts

Same as full-time agreement.

Article 7 - Union Committee and Stewards

Same as full-time agreement.

Article 8 – Grievance Procedure

Same as full-time agreement.

Article 9 - Seniority

9.01 Same as full-time agreement.

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

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

9.03 – 9.06 Same as full-time agreement.

Article 10 – Job Security

Same as full-time agreement.

Article 11 - Job Posting

Same as full-time Agreement.

Article 12 – No Contracting Out

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 - Leave of Absence

Same as full-time Agreement.

Article 16 – Hours of Work

16.01 (a) not applicable  
(b) same as full-time agreement

16.02 (a) same as full-time agreement  
(b) not applicable  
(c) same as full-time agreement  
(d) not applicable

16.03 same as full-time agreement

16.04 same as full-time agreement

16.05 Management will assign permanent schedules to part-time employees for all regularly scheduled shifts up to four and one-half (4.5) hours per day. The Employer will comply with the policy on schedules and call-in for part-time employees as submitted to the Union May 22, 1990.

16.06 Unscheduled Part Time Employee Commitment

- (a) Unscheduled part-time employees must be available for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends. It is understood and agreed that the following commitment does not apply if the employee is on approved leave of absence, sick leave or vacation.
- (b) The Employer will arrange shift schedules such that all part-time employees will receive a minimum of one (1) weekend off in three (3).
- (c) The Employer will call available and qualified unscheduled part-time employees before using agency staff.

Article 17 – Premium Payments

17.01 same as full-time agreement

- 17.02 (a) not applicable
- (b) same as full-time agreement
- (c) same as full-time agreement

17.03 same as full-time agreement

17.04 same as full-time agreement

17.05 same as full-time agreement

Part-time employees working one (1) shift shall not be called in to work for the next shift until all other employees are called first, on seniority basis, except in case of emergency. After the call-in list has been exhausted, inclusive of Health Agencies, then the most senior employee in that classification on duty, shall be offered the overtime.

17.06 same as full-time agreement

#### Article 18 - Uniform Allowance

Same as full-time Agreement.

#### Article 19 – Health and Safety

Same as full-time Agreement.

#### Article 20 – Paid Holidays

20.01 (a) Same as full-time Agreement.

(b) Accommodations of Spiritual or Cultural Observances

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

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

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

20.02 Holiday pay for employees who regularly work less than 45 hours bi-weekly is based on proration formula noted in Article 22.11 of this agreement.

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

(b) If an employee meets the qualifications in 20.03 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required, by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.

20.04 not applicable

20.05 not applicable

20.06 Same as full-time Agreement.

20.07 Not applicable.

20.08 Same as full-time Agreement.

20.09 Same as full-time Agreement.

20.10 Same as full-time Agreement.

20.11 Not applicable.

#### Article 21 – Vacation

21.01 not applicable.

21.02 Employees who are regularly scheduled to work forty-five (45) hours or less bi-weekly shall receive vacation benefits for the vacation year as follows:

Total Hours Paid  
as of **December 31st**

Vacation Entitlement

0 to less than 1,800 hours paid	4% of gross earnings for the vacation year
1,800 to less than 5,400 hours paid	2 calendar weeks vacation with pay at 4% of gross earnings for the vacation year
5,400 to less than 14,400 hours paid	3 calendar weeks vacation with pay at 6% of gross earnings for the vacation year
14,400 to less than 27,000 hours paid	4 calendar weeks vacation with pay at 8% of gross earnings for the vacation year
27,000 to less than 39,600 hours paid	5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year.
39,600 to less than 50,400 hours paid	6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year.
50,400 hours or more paid	7 calendar weeks vacation with pay at 14% of gross earnings for the vacation year.

21.03 Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1800 hours paid equals one (1) year of service. For the purposes of this Article, gross earnings shall include all earnings from the previous year, including, but not limited to, vacation payments.

21.04 - Same as full-time Agreement.

21.05 Part-time Vacation Pay

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

pay period before their vacation. Such request must be made at the time the vacation request is made.

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

21.06 - Same as full-time Agreement.

21.07 - Not applicable.

21.08 – 21.09 – Same as full-time Agreement.

**21.10 Part time employees can only use one week of vacation as single days, the remaining vacation must be taken in blocks.**

## Article 22 – Health and Welfare Benefits

### Payment In Lieu of Benefits

Appendix “B” will continue to apply to employees on staff as at May 31, 2004, working 45 hours or less biweekly, who elected status quo.

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

**Effective September 22, 2017**, part-time employees, upon completion of ninety (90) calendar days of employment, (except for those that elected status quo in 2004) will receive **thirty cents (\$0.30)** per hour in lieu of Extended Health Coverage (Semi-private (if any); Hearing; Vision; Drugs and other extended health benefits), Dental Coverage, and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of fifteen thousand dollars (\$15,000.00) for each part time employee who has completed probation.

Article 23 – Injury and Disability

Same as full-time agreement.

Article 24 – Sick Leave

24.01 Sick leave entitlement for part-time employees can be found by reference to Article 22 Part-time Addendum – In Lieu of Benefits.

Article 25 – Compensation

Same as full-time Agreement.

Article 26 – Bulletin Boards

Same as full-time Agreement.

Article 27 – Pay Days

Same as full-time Agreement.

Article 28 – Interpretation

Same as full-time Agreement.

Article 29 – Personnel Files

Same as full-time Agreement.

Article 30 – Term

Same as full-time Agreement.

Article 31 – Paid Education Fund

Same as full-time Agreement.


Schedule "A"

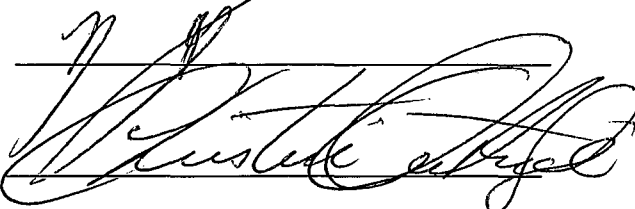
Same as full-time Agreement

DATED at *Hanover* as of the *10* day of *May* 2017

GRACE VILLA NURSING HOME

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1.0N

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

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

## CENTRAL LETTERS OF UNDERSTANDING

### 1. RE: Upgrading or Acquiring Educational Qualifications

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

### 2. RE: Letter of Understanding re Credit Check Letters

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

(Letterhead)

Date

To Whom It may concern:

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

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

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Facility

### 3. RE: Central Negotiating Committee

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

4. **RE: Sick Leave – Prescheduled Absences**

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

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

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

6. **RE: Education Leave (Trial Period for the duration of this collective agreement)**

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

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

The failure to provide the above will result in the withdrawal of the employers approval of the requested leave.

The employee's position shall be posted as temporary for the duration of the program. At the end of the program the employee shall be returned to her position. The employee will remain eligible during the term of the program to apply for temporary positions at the home and her application will be considered under the provisions of the collective agreement.

If requested by the employee, the employee shall be considered for call in hours based on the employee's availability, which shall be submitted by the employee in writing on a bi weekly basis or as agreed between the employee and employer.

## APPENDIX "A"

**Applicable to Full-time Employees working more than 45 hours but less than 75 hours bi-weekly who elected, as their one-time option, Status Quo**

### **Health and Welfare Benefits**

22.02 The Employer agrees to pay the indicated percentage of the following plans for regular employees (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through the Employer's payroll:

One hundred percent (100%) of Ontario Health Insurance Plan (OHIP) basic rate, single or family.

22.03 Life Insurance Policy - The Employer agrees to pay one hundred percent (100%) of the premium to insure all full-time employees for the amount of thirty Thousand dollars (\$30,000.00).

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

22.04 The Employer agrees to provide directly to the employee, benefits to employees and their dependants, which are identical to those set out in the following plans:

Extended Health Care Plan - Blue Cross.

Implement Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription. Positive enrolment to be included.

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

22.05 Blue Cross Vision Care Plan (\$250.00) every two years to include both contact lens and laser eye surgery.

**Effective October 13, 2016**, Blue Cross Vision Care Plan (**\$275.00**) every two years, to include both contact lens and laser eye surgery.

**Effective September 22, 2017**, Blue Cross Vision Care Plan (**\$275.00**) every two years, to include both contact lens and laser eye surgery **and coverage for eye exams.**

**Effective September 22, 2018**, Blue Cross Vision Care Plan (**\$300.00**) every two years, to include both contact lens and laser eye surgery and coverage for eye exams.

The Employer further agrees to process all claims within two (2) weeks of the submission of the claim to the Home by the employee concerned.

The premiums will be one hundred percent (100%) paid by the Employer.

22.06 The Employer shall provide a dental plan, Blue Cross #9 (or its equivalent), based on a one year lag in the ODA fee guide, provided that the enrolment requirements of the plan are met. Fifty percent (50%) of the billed premiums will be paid by the Employer. It is understood that there is a Two Thousand Dollar (\$2,000.00) maximum per insured person per year.

Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

Dental plan to reflect that for persons 18 years and older, recall is on a 9 month basis

Dental plan to include dentures, crowns and braces (for children up to the age of 18), subject to 50% co-insurance.

### **Paid Holidays**

20.01 (a) The following days shall be recognized as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

All employees on completion of their probation period shall be entitled to two (2) float paid holidays (two (2) days off with pay) on a date to be mutually agreed upon by the employee and the Employer. Such day off may not be taken during the period commencing December 15th of any calendar year and ending January 15th of the following year.

(b) Accommodations of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 20.03.

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

- 20.02 In order to qualify for holiday pay, the employee must work his normal scheduled work day preceding and following the holiday except where absence is due to illness, injury or approved leave of absence as provided for in this Agreement. The Employer may request that the employee visit a physician of the Employer's choice to provide proof of illness or injury. An employee who has met the qualifier for a paid holiday is deemed to have qualified for lieu day pay.
- 20.03 If a full-time employee is scheduled to work on a recognized holiday, he shall receive one (1) regular day's pay plus time and one-half (1/2) his regular rate for the normal hours worked on such a holiday, or he may elect to receive one (1) day off with pay in lieu thereof, to be scheduled by mutual agreement between the parties within thirty (30) days, plus time and one-half (1/2) his regular rate for the normal hours worked on such a holiday.
- 20.04 In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday plus time and one-half (1/2) the employee's regular rate for any and all hours worked on such day.
- 20.05 An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, in which case the employee will receive straight time for such holiday.
- 20.06 If one of the above named holidays occurs on an employee's regular days off, or during his vacation period, the employee will receive, within thirty (30) days, an additional day off in lieu thereof, or a day's pay. This option will be the right of the employee.

- 20.07 For clarification, a paid holiday will commence at 11:00 p.m. on the night preceding the holiday and end at 10.59 p.m. on the holiday.
- 20.08 If during the currency of this Agreement, The Employment Standards Act of Ontario is amended so as to provide a Holiday in addition to those currently provided by that Act, which is also in addition to the holidays listed above, then in such event, such holiday will be recognized by the Employer in lieu of any one of the above. The intention of the parties being that the number of paid holidays recognized hereunder shall not exceed twelve (12).
- 20.09 If an employee is absent due to sick leave, he/she shall be entitled to not more than two (2) paid holidays during such absence and shall not be entitled to sick pay on that day. For the third and subsequent holidays which fall during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.
- 20.10 Full-time employees who qualify for a lieu day pursuant to the collective agreement may elect to accumulate up to a maximum of three (3) lieu days in any year.

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

With the exception of lieu days which may be earned during Christmas and New Year's, all lieu days shall be requested such that they are taken prior to November 30<sup>th</sup>, failing which the Employer may schedule such lieu days at its discretion, or authorize payment for same, at the Employer's option. Employees will make any request to utilize a lieu day at least one (1) week in advance of the next posting of the schedule.

The scheduling of lieu days shall be finally determined by the Employer given due consideration for the safe and efficient operation of the nursing home. Such request shall not be unreasonably denied.

## APPENDIX "A-1" – RPN ISSUES

### Definitions:

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

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

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

### College of Nurses Leave:

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

### Orientation:

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

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

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

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

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

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

The mandate of the Council will be:

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

The Joint Provincial Registered Practical Nursing Council will:

- Meet within sixty (60) days of ratification of the Memorandum of Settlement

- Be co-chaired by a Nursing Home representative and a representative from SEIU
- Present recommendations in the form of a report to the Participating Homes and SEIU's RPN division

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

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

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

#### Letter of Understanding Re: Supernumerary Position

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

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

6. Such supernumerary RPNs or PNs can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. When supernumerary RPNs or PNs successfully post into positions (pursuant to #6 above) there is the potential that the Ministry funding pursuant to the Nursing Graduate Guarantee Program will not have been fully utilized. The Employer and the Union will meet to determine the distribution of the reinvestment initiative funding.
8. Notwithstanding paragraph 5 above, in the event of a layoff, the parties may require that the supernumerary RPN or PN be laid off first.
9. Notwithstanding paragraph 5 above, if the RPN or PN has not successfully posted into a permanent position by the end of the supernumerary appointment, she/he will be reclassified as unscheduled part-time and this will not be considered a layoff.
10. Any issues related to the new graduate initiatives may be discussed at the Labour-Management Committee Meetings.
11. The Home bears the onus of demonstrating that such positions are supernumerary.
12. **The Union agrees to actively participate in helping the Employer realize the full amount of funding from the Ministry and will make all reasonable efforts to access the HFO/NGG website in the time frame defined by the Program to provide their sign off.**
13. Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

## APPENDIX "B"

### **Applicable to Part-time Employees working 45 hours or less bi-weekly who elected, as their one-time option, Status Quo**

In lieu of O.H.I.P., life insurance, major medical, vision care, sick leave, dental plan and shift premium, all part-time employees are to receive for all hours worked, fifty (50) cents per hour, in addition to the regular rate of pay.

### **Paid Holidays**

20.01 (a) The following days shall be recognized as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- August Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

All employees on completion of their probation period shall be entitled to two (2) float paid holidays (two (2) days off with pay) on a date to be mutually agreed upon by the employee and the Employer. Such day off may not be taken during the period commencing December 15th of any calendar year and ending January 15th of the following year.

(b) Accommodations of Spiritual or Cultural Observances

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

Such day, if granted, will be deemed to substitute for one of the holidays listed above. The employee and employer will agree on the substituted day, in writing. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in the collective agreement. A lieu day off will be the substitute day in accordance with Article 20.06.

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

20.02 In order to qualify for holiday pay the employee:

- (a) Must work his full scheduled shift immediately preceding and following the holiday except where absence is due to illness, injury or approved leave of absence as provided for in this Agreement. The Employer may request that the employee visit a physician of the Employer's choice to provide proof of illness or injury.
- (b) Must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding a paid holiday. Holiday pay will be computed on the basis of an average of the number of hours which the employee worked on the twelve (12) days or more multiplied by the employee's regular rate of pay.
- (c) Must have been employed for at least three (3) months.

20.03 Not applicable

20.04 In cases where less than seven and one-half (7 1/2) hours are worked on such holiday, the employee will secure the full day's pay for the holiday plus time and one-half (1/2) the employee's regular rate for any and all hours worked on such day.

20.02 Not Applicable.

20.05 An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, in which case the employee will receive straight time for such holiday.

20.06 If one of the above named holidays occurs on an employee's regular days off, or during his vacation period, the employee will receive, within thirty (30) days, an additional day off in lieu thereof, or a day's pay. This option will be the right of the employee.

20.07 Not applicable.

20.08 If during the currency of this Agreement, The Employment Standards Act of Ontario is amended so as to provide a Holiday in addition to those currently provided by that Act, which is also in addition to the holidays listed above, then in such event, such holiday will be recognized by the Employer in lieu of any one of

the above. The intention of the parties being that the number of paid holidays recognized hereunder shall not exceed twelve (12).

20.09 If an employee is absent due to sick leave, he/she shall be entitled to not more than two (2) paid holidays during such absence and shall not be entitled to sick pay on that day. For the third and subsequent holidays which fall during an extended absence due to sick leave, an employee shall receive sick pay (if available) and shall not receive holiday pay on such days of absence.

20.10 same as full time

20.11 not applicable

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GRACE VILLA NURSING HOME**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**RE: Sick Leave Cashout**

Subject to the use of accumulated credits to supplement weekly indemnity payments, accumulated credits existing on June 25, 1982 may be cashed out under the terms and conditions as follows provided the amount paid shall be at the employee's hourly rate existing on April 1, 1981.

When an employee with accumulated sick leave credits on June 25, 1982 terminates his employment after acquiring seniority of three (3) years or more, he shall receive a payout of accumulated sick leave on the following basis:

Maximum to sixty (60) days:


Three years	15%
Four years	20%
Five years & over	25%

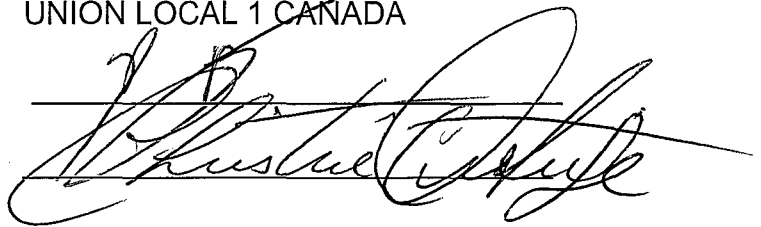
It is intended that the above shall apply only to sick leave credits accumulated prior to June 25, 1982.

DATED at Hamilton as of the 10 day of MAY 2017.

GRACE VILLA NURSING HOME

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA

  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GRACE VILLA NURSING HOME**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**Re: Vacation - Single Day Requests**


Employees shall be entitled to use one week of vacation entitlement as individual days off, at their discretion, subject to the following conditions.

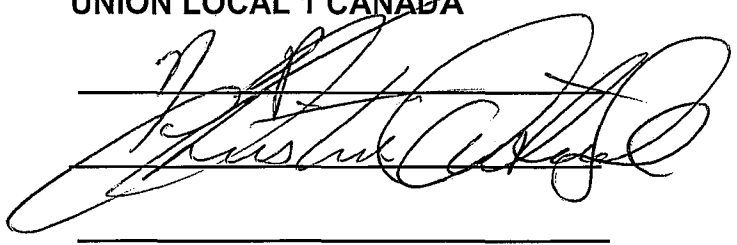
1. The employee is entitled to three weeks or more vacation.
2. The employee shall give two (2) weeks notice prior to the posting of the schedule to the Employer, where possible, of their request for a single vacation day.
3. Single day vacation requests will not be considered during peak vacation periods if such requests interfere with the granting of weekly vacation requests.
4. Payment for single vacation days will be 1/5<sup>th</sup> of one weeks vacation pay for each day.

DATED at *Hamilton* as of the *10* day of *May* 2017.

**GRACE VILLA NURSING HOME**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA**

  
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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**GRACE VILLA NURSING HOME**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**Re: Call In Short Notice**

The Employer agrees to call employees in, in accordance to Seniority on a rotational basis. The employer shall call, leave a message if possible and move on to the next name on the list until the shift is filled. (Either someone accepts on the phone or calls back and accepts). The next call goes to employee under person who accepts the shift.

Long Term

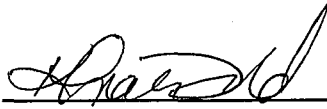
For vacancies in excess of 5 days the employer shall proceed with the call in process as described above and identify the shifts available. The Employer shall give individuals called an opportunity to respond within 2 hours.

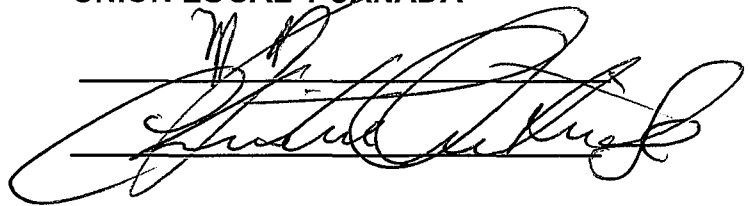
Implement an availability list to be reviewed quarterly by employee.

DATED at *Hamilton* as of the *10* day of *May* 2017.

**GRACE VILLA NURSING HOME**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA**

  
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LETTER OF UNDERSTANDING

BETWEEN:

GRACE VILLA NURSING HOME

-AND-

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA

Re: Cook 2

The current employees working at the Cook 2 rate will be reclassified to the Cook 1 rate as at October 13, 2016.

DATED at Hamilton as of the 10 day of May 2017.

GRACE VILLA NURSING HOME

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 1 CANADA

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