

THE VILLA CARE CENTRE (NURSING HOME)

and

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 1 Canada
C.L.C

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, and to provide machinery 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 it's employees in Midland, in the County of Simcoe, save and except supervisors, persons above the rank of supervisor, office and clerical staff, Registered Nurses, laundry, dietary, housekeeping and maintenance staff.
- 2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 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 all management rights and prerogatives are vested exclusively with the Employer. Without limiting the generality of the foregoing, it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, comfort of the residents in the Home;
 - (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that they shall not be inconsistent with the provisions of this Agreement;
 - (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as

hereinafter provided. The discharge of a probationary employee shall be solely in the discretion of the Employer;

- (d) to have the right to plan, direct and control the work of the employees and the operations of the Home. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall.
- (e) 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.

ARTICLE 4 - DEFINITIONS

- 4.01 A full-time employee means an employee in the bargaining unit who is employed on a regular basis for over 22 ½ hours per week.
- 4.02 A regular scheduled part-time employee means an employee in the bargaining unit who has a master line rotation or schedule of twenty-two and one half (22 ½) hours or less per week.
- 4.03 a) 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 master line rotation or schedule, or does so only for a specified period. Subject to b) below, such employee has the option of refusing call-in shifts when they are 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 call-in shifts. This definition is subject to the understandings set forth in the Letter of Understanding #5 Re: Scheduling that forms part of this collective agreement.

b) Notwithstanding a) above, it is agreed that as a condition of continued employment, an unscheduled part-time employee must accept and work at least **four (4)** call-in shifts in each calendar month in which call-in shifts are offered to the employee. Where extenuating circumstances exist, the Employer in its discretion may temporarily waive this condition of employment. **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.**
- 4.04 Where the feminine pronoun is used in this Agreement it shall mean and include the masculine pronoun where the context so applies.
- 4.05 Where the singular is used, it may be deemed to mean the plural, within the appropriate context.
- 4.06 The term "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A". 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 5 – UNION SECURITY

- 5.01 (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.
- 5.02 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.
- 5.03 (a) Deductions shall be made from the first pay of each month and forwarded to the Union office on or before the last day of the same month in which the deductions are made, where practicable.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while the 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 that 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 Representative 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 Nursing 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, NO LOCK OUTS

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

ARTICLE 7 – UNION REPRESENTATIVE AND COMMITTEES

- 7.01 (a) It is mutually agreed that where negotiations are conducted on a joint basis between any or all of the nursing homes, the Union will elect or otherwise select a negotiating committee consisting of one (1) representative from each nursing home.
- (b) If negotiations are carried on individually for the nursing home, it is agreed that the Union will elect or otherwise select a negotiating committee consisting of **three (3)** employees, one (1) of which shall be the Chief Steward.
- (c) All members of the committee shall be regular employees of the Employer who have completed their probationary period.
- 7.02 The Employer will recognize a Stewards Committee which shall consist of a Chief Steward and four (4) stewards at each nursing home, at least one (1) of which shall be part-time. All members shall be selected or elected from the bargaining unit, not more than two (2) of which committee members shall meet with the Employer at any one time. The Employer shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the Committee shall be employees of the Employer who have completed their probationary period.
- 7.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties and that so far as possible all activities of the committee will be carried on outside the regular working hours of the members thereof, unless otherwise mutually arranged.

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

7.04 Labour-Management Committee

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

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (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 grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include **Professional Practice concerns**, orientation, aggressive residents and workload issues.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours. A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed. It is understood that where full and part-time agreements are separate, there shall be one (1) committee only.

7.05 Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI/RAI MDS 2.0 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 results for the facility.

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- (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.

Early Resolution: Complaint Stage

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

Such complaint shall be discussed between the employee and his or her immediate supervisor within five (5) working days of the actual occurrence leading to the question or complaint. The Supervisor shall reply to the employee within five (5) working days of the discussion.

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

Step No. 1

A Union Steward shall submit the signed, written grievance to the immediate supervisor or designate. The grievor may accompany the Union Steward. The Union Steward and the Supervisor may meet to discuss the grievance at a time and place suitable to both parties and the grievor may attend this meeting. It is understood that neither the SEIU Union Representative or an Employer corporate representative or other outside counsel attends the meeting at this Step. The immediate supervisor or designate will deliver his or her decision in writing within five (5) working days following the day on which the written grievance was presented to him or her. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision in the immediately preceding step, the grievance shall be submitted in writing to the Administrator. A meeting will then be held between the Administrator or her designated representative and the employee. It is understood that at such meeting the Administrator or her designated representative may have such counsel and assistance as she may desire, and that the employee may have her Steward and that an SEIU Union representative may also be present at the request of either the employee or the Employer. The decision of the Administrator or her designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 3

Should the Administrator fail to render her decision as required in Step No. 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 No. 2 is given, or within ten (10) working days following the meeting under Step No. 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 “Working Days”

“Working Days” for the purposes of determining the time limits for the steps of the Grievance and Arbitration Procedure is defined as Monday to Friday inclusive, excluding any of the paid holidays under Article 20.01 which fall on a day from Monday to Friday. Saturdays and Sundays are not counted as working days under Article 8.

8.04 A grievance must contain a short statement of the complaint or grievance and a brief statement of the relief sought.

8.05 Discharge Grievance

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

All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of her discharge, except where a case is taken to arbitration. Such a claim by an employee who has completed her probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within four (4) days after the employee is notified of her discharge or within four (4) days after the employee ceased to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step No. 2 may be omitted in such cases.

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

8.06 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any employee covered by this Agreement), in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union representative providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union representative shall give her decision in writing five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 3 of the grievance procedure.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 2 of the grievance procedure, provided that it is presented within ten (10) working days after the circumstances giving rise to the grievance having originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

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 eight (8) days after the circumstance giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.08 Grievance Process

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.

- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance, which has been mediated subsequently, proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

8.09 Arbitration Process

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

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

- (b) No person may be appointed an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, **unless mutually agreed otherwise.**
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half of the expense and fees of the Chairman.
- (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 shall be the

decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

- (f) All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee (s) involved.
- (g) Any grievance involving the interpretation, or application, administration, or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the 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 Home.

8.10 Sole Arbitrator

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

ARTICLE 9 - SENIORITY

- 9.01 (a) Seniority is the ranking of employees in accordance with their length of employment.
- (b) Seniority for part-time employees shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since last date of hire.

9.02 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding 30 continuous calendar days other than an absence under the maternity provisions, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB, Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue for up to thirty-six (36) months following the date of the injury.

- (e) For purposes of this provision it is understood and agreed that absence on weekly indemnity shall be considered a leave with pay.

9.03 Seniority Lists

The Employer shall supply the Union and Chief Steward with a set of seniority lists in January and July of each year, showing employee's names alphabetically, classification and, for full-time employees their seniority date and seniority hours.

Part-time seniority will be expressed in hours paid.

For the full-time employees who are hired on the same date, their ranking on the seniority list will be determined by lottery.

9.04. Probationary Period

A newly hired employee must successfully complete a probationary period of four hundred and fifty (450) hours worked.

During the probationary period an employee may be discharged for reasons less serious than would justify a discharge after the completion of the probationary period. No grievance shall be filed with respect to such discharges during the probationary period.

Upon the completion of probationary period, each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire for full-time employees and hours paid for part-time employees.

9.05 Loss of Seniority Full-Time and Part-Time

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; or 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.
- (f) utilizes a leave of absence for a purpose other than that for which it was granted.

9.06 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.

9.07 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.

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

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

- 9.10 In cases of promotion, demotions, or permanent transfers, the skill, merit, efficiency, and seniority of candidates shall be considered.
- 9.11 Any questions relating to the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance and arbitration provisions herein.

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 6 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's Standards will be deemed to be amended to provide notice to the affected employee as follows:

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

10.02 Lay-off Procedure

- (a) In the event of lay-off, the employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work. 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) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified, as required by law, for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he is qualified for and can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within one calendar week 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 opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications required by law to perform the job. In determining the ability and qualifications as required by law as agreed between the parties 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 privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) 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 Saturday, 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 Layoff

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.

Note: For purposes of layoff and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-mentioned procedure, the part-time employee is accepting the full-time position.

- 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.

ARTICLE 11 - JOB POSTING

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of seven (7) calendar days where it is an initial vacancy. Subsequent vacancies created as the result of the posting of any initial vacancy shall only be posted for four (4) calendar days. The posting shall stipulate the qualifications, classification, rate and department concerned.

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

No external applications will be considered until the internal process is

exhausted.

- 11.02 If no applications are received by 10:00 a.m. of the eighth (8th) day following the posting (or the fifth (5th) day following a posting for a subsequent vacancy) the Employer may fill the vacancy at her discretion.
- 11.03 Until the vacancy is filled the Employer may fill the vacancy at her discretion on a temporary basis.
- 11.04 Applicants for a posted job must notify the Supervisor in charge of their candidacy. In cases of where two or more employees apply the Employer shall consider the skill, ability, and seniority of the applicants. In cases where two or more candidates are, in the Employer's opinion, equally matched the Employer shall award the job to the most senior applicant.
- 11.05 The successful applicant shall be placed on trial in the new position for a period of 150 hours. Such trial promotion or transfer shall become permanent after the trial period unless:
 - (a) the employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (b) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

In the event of either (a) or (b) 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.

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.

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 the employee's consent and the Employer will notify the Union in writing of the transfer.

Where the transfer is temporary and anticipated to exceed 150 hours, the Employer, Union, and employee will document in writing the agreed upon terms and conditions of the transfer.

- 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 If in the Employer's opinion, (and the reasonableness of such opinion may be the subject of a grievance), no applicant is qualified to perform the required work the Employer may fill the vacancy at her discretion.

11.09 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.

11.10 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty-seven and one-half (37 ½) hours a week shall be given the first opportunity to fill temporary vacancies. 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 position.

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.

11.11 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).

11.12 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower group due to a reduction in staff, inability to perform his work required, at the employee's request, or any other reason by the Employer acting within the scope of Article 3, the employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.
- (c) Subject to (a) and (b) above, a part-time employee, changing his/her status to that of a full-time employee, covered by this full-time Agreement, shall retain his/her 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.

11.13 When an employee transfers to another job, her name shall be added to the seniority list as of the effective day of the transfer.

- (a) An employee whose status is changing 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.
- (b) An employee whose status is changing from full-time to part-time shall receive credit for her full seniority and service on the basis of 1800 hours paid for each year of full-time seniority. Any time in excess of any equivalent shall be pro-rated at the time of transfer.
- (c) At no point shall seniority predate an employee's date of hire.

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 ON THE BARGAINING UNIT

- 13.01 Employees 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.

ARTICLE 14 - PRINTING

- 14.01 It is agreed that the Employer and the Union will share equally in any cost of the printing of the Collective Agreement. In implementing this provision, the parties shall seek the least expensive unionized alternative.

ARTICLE 15 – LEAVE 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. The Employer will make every reasonable effort to respond 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.

It is understood that personal leaves of absence will not be granted during the prime summer vacation period of July 1st to September 7th or during the period from December 15th to January 7th.

- 15.02 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.

15.03 Education Leave

- (a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- (c) The administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home. Applicants when applying must indicate the date of departure and specific date of return.

15.04 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 four (4) 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 a leave up to a maximum of three (3) consecutive calendar days without loss of pay.
- (c) It is agreed that pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral or equivalent service of his or her aunt, uncle, niece or nephew.
- (e) 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.
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- (g) 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.

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

15.05 Pregnancy and Parental Leave

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

15.06 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 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 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 15.09: Parental Leave.

- (d) An employee who does not apply for leave of absence under Article 15.08 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.08 (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.
- (e) 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.

- (f) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent position.
- (g) 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 15.08 (f).
- (h) 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.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.09 of this agreement. The employee shall give the employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

15.07 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.

- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
An employee may end her parental leave as set out in paragraph (c) above (or earlier) by given the Employer written notice at least four (4) weeks before the last day of the leave.

15.08 Leave of Absence for Union Business

- (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 twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leaves 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, 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.

15.09 Jury 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, 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.

15.10 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.

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

15.11 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.

ARTICLE 16 - HOURS OF WORK

16.01 This article defines the normal hours of work for a full-time employee, and is not a guarantee of work per day or per week or a guarantee of days of work per week.

- a) The work period shall consist of seventy-five (75) hours in any bi-weekly period and the work shift shall consist of seven and one-half (7-1/2) continuous hours exclusive of meal periods.
- b) The meal period shall be half an hour halfway through a shift.

- c) There shall be a paid fifteen (15) minute break period during each completed 3-3/4 hours worked at times designated by the Employer.
- d) Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- e) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for 7-1/2 hours, notwithstanding the fact they have worked either 6-1/2 hours or 8-1/2 hours.
- f) The Employer will not schedule employees on the posted work schedule to work split shifts unless agreed upon by the Employer, the Union and the employee.

16.02 – Work Schedules

- (a) Work schedules covering a four (4) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Administrator one (1) week in advance of posting.
- (b) The Employer will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and the changeover of shifts and forty (40) hours if there is one (1) day off and sixty-four (64) hours if there are two (2) days off between the changeover of shifts. In the event employees of their own accord and for their own personal convenience, arrange to change shifts, the conditions of Article 16.02 (e) shall apply in all respects.
- (c) No employee shall be scheduled to work more than seven (7) consecutive days without being given two or more days off work provided however, that the overtime rate of one and one-half (1-1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.
- (d) The Employer will endeavour to arrange shift schedules such that all employees will receive at least one weekend off in three. This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.
- (e) 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 Director of Care or her designate, the Employer agrees not to interfere but 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. It is understood that employees must submit their shift exchange request to their Department Head or designate seven (7) days in advance of their affected shift, except where such advance

notice is impossible, in which case the employees will submit their request with as much advance notice as is possible.

16.03 Should an employee be recalled to duty during her mealtime, such time shall be provided to the employee later in the shift.

16.04 – In-service Education:

- (a) When an employee is required by the Employer to attend any mandatory in-service program during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay.
- (b) When the Employer does not provide an employee with the opportunity to complete a mandatory in-service program during her regularly scheduled hours but instead requires the employee to complete the mandatory in-service programme outside of her regularly scheduled working hours, she shall be paid for all time spent completing such learning at her regular straight time hourly rate of pay. It is understood that the minimum reporting allowance under Article 17.02 does not apply in these circumstances.
- (c) 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 17 – PREMIUM PAYMENTS

17.01 (a) Overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a shift or seventy-five (75) hours bi-weekly at the rate of time and one-half (1 ½) the employee's regular rate of pay. In the event that the Employer requires overtime to be worked, the Employer will continue its practice of first offering overtime to employees within the classification. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification in the reverse order of seniority and it is hereby agreed that the employees will work such assigned overtime. **Effective the first full pay period following the date of ratification (Feb 6, 2017), overtime shall be paid for all hours worked over seven and one-half (7 ½) hours in a day.**

(b) If an employee is required to work an extra shift she shall receive:

- (i) on the day shift, two paid meals
- (ii) on night, one paid meal

(c) Where an employee works three (3) or more hours of overtime at the end of their shift, the employee will be provided with a free meal, or if the Employer

is unable to provide a meal, the Employer will reimburse the employee with a meal allowance of five (5) dollars.

- (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 upon the employee's regular rate of pay and there shall not be any pyramiding of overtime under this article.
- (f) An employee who is absent on paid time during her scheduled work week because of sickness, WSIB, bereavement, holidays, vacation or union leave on scheduled days of work, shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.
- (g) In no event shall there be any pyramiding of benefits or payments.

17.02 Minimum Reporting Allowance

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.

17.03 This article does not apply in the case of a labour dispute or in an emergency such as fire or power shortage nor shall it apply to employees returning to work without notice after absence.

17.04 Call Back Guarantee

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their regular shift they shall receive a minimum of four (4) hours pay at straight time or time and one-half (1-1/2) the actual number of hours worked whichever is greater.
- (b) Where the call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of regular shift at the rate of time and one-half (1-1/2) after which they shall revert back to the regular shift.

17.05 Call In

- (a) "Call in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1-1/2) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) All call-in of shifts shall be offered at non-overtime rates of pay before securing an agency replacement in accordance with the following process:
 - i) First, in order of seniority to those full-time and part-time employees who have signed the Call-in Availability List indicating availability for the date and shift for which the call-in shift is being offered and for whom working the shift will not result in overtime rates of pay;
 - ii) If the call-in shift has not been filled after exhausting the process in i) then, in order of seniority on a rotational basis to those full-time and part-time employees for whom working the shift will not result in overtime rates of pay.

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

Effective following date of ratification:

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment. **Effective the first full pay period following December 16, 2017, increase the allowance to eight dollars (\$8.00).**
- (b) Where an RN is absent from her normal shifts, and the Employer temporarily assigns an RPN to carryout some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of eight dollars (\$8.00) for each shift. **Effective the first full pay period following December 16, 2017, increase the allowance to eight dollars and fifty cents (\$8.50).**
- (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. The 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.

17.08 Weekend Premium

The Employer will pay a weekend premium of twenty-five cents (\$0.25) per hour for each hour worked 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. Weekend premium will not form part of the employee's straight time hourly rate of pay. **Effective the first full pay period following the date of ratification of the Memorandum of Settlement (February 6, 2017), increase the weekend premium by five cents (0.05) per hour. Effective twelve months later, increase the weekend premium by an additional five cents (0.05) per hour.**

ARTICLE 18 - UNIFORM ALLOWANCE

- 18.01 a) Uniform allowance will be paid by the Employer in the amount of 7 cents per hour (effective date of award), such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums. Uniform allowance will be payable to employees who are required by the Employer to wear a uniform.

The Uniform allowance will not be paid on each cheque, but will be accumulated and the total annual accumulation will be paid by the last pay period in December of each year.

When an employee leaves the employ of the Home, she shall receive her accumulated uniform allowance as part of her separation cheque.

- b) The Employer will provide each new hire with a name tag and will also replace an employee's name tag in the event that the employee changes her name or has a permanent change in classification. In addition, in the event that the employee's name tag is broken, the Employer will provide the employee with a new name tag.

ARTICLE 19 – HEALTH & SAFETY

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. The Employer shall prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such practices will be reviewed by the Joint Health and Safety Committee.
- 19.02 A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

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 and safety bulletin board.

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

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 member representing workers to inspect the workplace. Where possible that member will be a certified member. 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. Scheduled time spent in all such activities shall be considered as time worked. 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 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 the 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 that 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 The Employer shall:
- a. inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of said situation;
 - b. inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - c. ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

The 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.

19.08 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.

19.09 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.

19.10 Violence

(a) The parties agree that workplace violence shall be defined as:

- the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker;
- an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or;
- a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to workplace violence shall report to a supervisor who will make every reasonable effort to rectify the situation.

- (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.

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.

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

19.12 The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in the 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.

19.13 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 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

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

19.15 Resident Abuse

The parties agreed that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. The Union further agrees to cooperate with the Employer to promote an abuse free environment for all residents.

All employees have an obligation to report to their supervisor any incidents of resident abuse or suspected resident abuse. Both the Employer and the Union agree that an employee who, in good faith, reports resident abuse will be protected against retaliation or retribution.

The Employer will thoroughly investigate all reports of resident abuse. It is understood that the Union has an obligation to represent employees accused of alleged abuse and nothing in this provision supersedes the grievance and arbitration procedure.

19.16 Medical Immunizations and Treatments

Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

The Employer and the Union agree that the annual influenza immunization of employees is an important safeguard in the protection of the health of the Home's vulnerable elderly residents and also of the employee's health and safety. Both the Employer and the Union encourage all employees to take the annual immunization vaccination, except where the taking of the annual vaccination is medically contra-indicated.

If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that, sick leave if the credits are available.

19.17 Return to Work & Labour Market Re-Entry

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

The Employer will review with the Union at the Labour Management Committee its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following days are paid holidays under this Agreement:

New Year's Day	Canada Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Family Day	Boxing Day
Labour Day	

In addition to the designated holidays outlined above, employees will be eligible for two float holidays per calendar year.

In an employee's first calendar year of employment, the float holiday entitlement will be pro-rated in accordance with the following schedule, provided the employee otherwise qualifies.

If the employee commences employment in the first half of the year (January 1 to June 30) the employee will be entitled to two float holidays.

If the employee commences employment in the second half of the year (July 1 to December 31) the employee will be entitled to one float holiday.

This will only apply to those employees who are hired after the date of ratification. Float holidays will be scheduled on dates mutually satisfactory to the employee and Department Head, and subject to the foregoing will be subject to the operating requirements of the Home. Float holidays will not be granted during the period of December 15-January 7. An employee requesting a float holiday must submit her request in writing to the Department Head at least one week prior to the posting of the schedule in which the requested float holiday(s) falls and must also qualify in accordance with Article 20.04 below. Float holidays cannot be accumulated from one year to another. If the employee does not advise her Department Head prior to October 1st of each year of the date(s) that she wishes to take her float holiday(s), the Department Head will schedule the float holiday(s).

Accommodations of Spiritual and Cultural Observances

Where a full-time or regular scheduled part-time 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 1st, identifying the required date they need off.

Such day, if granted, will be deemed to substitute for the one of the holidays listed above, as agreed in writing by the Employer and the employee. Premium pay for time worked will be paid, as required by the Collective Agreement, on the holiday named in Article 20 of the collective agreement. However, the employee's holiday pay, if she qualifies, will not be paid at the time of working the holiday listed in Article 20 day but will be paid out when the employee takes the substitute cultural/spiritual day. A lieu day off will be the substitute day

in accordance with Article 20, as applicable. The holiday pay qualifiers apply to the substitute cultural/spiritual day.

Honouring such request shall be subject to the operational requirements of the Home. Where the Employer initially grants the employee their requested cultural/spiritual day and then requires the employee to work that day, the employee will receive a lieu day off with pay.

20.02 The intent is that there shall be no more than eleven paid holidays in each calendar year.

If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the designated holidays in the Collective Agreement.

Holiday pay for employees who regularly work less than 75 hours is based on pro-ration 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) If an employee is assigned to work on a holiday designated herein she shall be paid at the rate of one and one-half (1 ½) times her straight time hourly rate for each hour worked; and

b) In addition, if the full-time employee qualifies for holiday pay, the employee shall, at her option, be granted:

i) holiday pay in the amount of seven and one-half (7 ½) hours pay at her straight time hourly rate, as modified by the proration formula; or

ii) a lieu day off with pay calculated in accordance with b) i) above, to be taken within sixty (60) days following the holiday on a day mutually satisfactory to the employee and the Department Head.

It is understood that the full-time employee must advise her Department Head in writing at least one week prior to the posting of the schedule in which a holiday(s) falls whether she elects (i) or (ii) above for any holiday(s) for which she may qualify during the schedule, and where she elects a lieu day option, the date(s) upon which she wishes to take the lieu day. Where the employee fails to so advise the Department Head, she will be deemed to have accepted the option of payment of holiday pay under (i) and she will be paid out holiday pay if she so qualifies.

c) In addition, if the part-time employee qualifies for holiday pay, the employee shall be paid holiday pay calculated in accordance with the proration formula.

- 20.04 In order to qualify for payment for the above-mentioned holidays, an employee must work her regular working day immediately prior to and her regular working day immediately following the holiday.
However, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 20.05 If a paid holiday falls during an employee's vacation, or on an employee's scheduled day off, she shall be granted an additional day's pay in lieu of the holiday at straight time or an additional day off at a time to be set by the Employer.
In the case of part-time employees, however, the additional day off will apply only if it falls on a day on which she would normally have worked.
- 20.06 An employee will qualify for holiday pay as per the pro-ration 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.
- 20.07 For clarification purposes of when a statutory holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 am.
- 20.08 All paid holidays which fall during a part-time employee's probationary period will be paid to the employee in accordance with the collective agreement on completion of the probationary period.
- 20.09 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certification, in which case the employee will receive holiday pay provided the employee has otherwise qualified the holiday pay.
- 20.10 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 21 - VACATIONS

21.01 Vacations shall be granted to full-time employees in accordance with the following schedule based on their service as at December 31st of each year:

<u>Period Worked as at Dec. 31st</u>		<u>Time Off Vacation Pay</u>	
a)	After 1 Year	2 weeks	4%
b)	After 3 Years	3 weeks	6%
c)	After 8 Years	4 weeks	8%
d)	After 15 Years	5 weeks	10%

e)	23 Years	6 weeks	12%
f)	After 28 years	7 weeks	14%

21.02 The date for determination of the “period worked” is December 31st of the year prior to the year in which the vacation is taken.

21.03 Vacation pay is calculated at 4% of the employee's gross earnings as per her T4 Income Tax Slip. Vacation pay for employees who are regularly scheduled to work 75 hours bi-weekly to be paid as a percentage of total earnings or regular pay whichever is greater.

21.04 An employee shall be entitled to a pro-rata portion of her vacation pay in the event that her employment is terminated.

21.05 a) A blank vacation schedule shall be posted on March 1st each year. Vacation requests are to be submitted by March 31st. Except as provided for in b) below, vacations must be taken in blocks of 1 week, or multiples thereof and capped at 2 weeks during the period of July 1st to September 7th of each year.

b) Full-time employees who are entitled to three (3) or more weeks of vacation entitlement may take up to one (1) week of their vacation entitlement in single days or combinations of single days provided that the single days cannot be taken:

i) During July 1st and September 7th of each year; or

ii) During the period of December 15th and January 7th.

It is further understood that vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or combinations of the single days. It is understood that for the purposes of this provision only, for full-time employees the number of vacation days that comprise one week of vacation taken in single days or combination thereof will be determined by the employee's average number of scheduled shifts averaged over a four week period.

Requests for single days or combination thereof must be submitted to the Administrator or designate one (1) week in advance of the posting of the work schedule in which the requested day(s) off fall.

21.06 Between April 1st and April 30th, the schedule shall be settled if possible through discussions between the Union Steward's Committee and the Employer.

21.07 On April 30th the final schedule shall be posted. No changes shall be allowed in the schedule except upon consent of the employees affected, the Stewards' Committee and the Employer.

21.08 The periods at which employees shall take vacation shall be based on the selection by the employees according to seniority in each department but shall be finally determined by the Administrator with due concern for the proper operations of the Nursing Home. However, it is expressly understood that employees who had filed

a timely vacation request will receive priority consideration, and where their initial request could not be accommodated, all of their subsequent requested vacation times shall take precedence over those requested by an employee who has submitted a late request. An employee who has submitted a late request cannot utilize his or her seniority to displace any employee who has submitted a timely request.

- 21.09 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.
- 21.10 Vacations are not cumulative from year to year and all vacation must be taken by no later than one month prior to the next vacation cut off day. Employees shall not waive vacation and draw double pay. Employees who have not scheduled their unused vacation by October 1st shall have the unused vacation scheduled by the Employer, to be taken prior to December 15th.
- 21.11 Employees who have not completed their probation period as of the cut off date will receive 4% of their gross earnings during the vacation year.
- 21.12 All employees will be paid their vacation pay at the time vacation is taken.

Effective upon the first full pay period following the date of ratification of the December 2011 Memorandum of Settlement, the Employer ceased 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.

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.

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

- 21.13 An employee terminating her employment at any time in her vacation year before she has taken all of her vacation entitlement shall be entitled to any vacation pay earned, provided that the employee provides at least two weeks written notice of resignation. In the event that the employee does not provide two weeks written notice, she will be paid 4% of her total wages earned for the current vacation year less any vacation pay already paid out for the current vacation year.
- 21.14 Employees who are regularly scheduled to work less than 75 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

<u>Total Hours Worked as of December 31st</u>	<u>Vacation Entitlement</u>
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0 to less than 1800 hours worked	4% of gross earnings for the vacation year
1800 to less than 5400 hours worked	2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year
5400 to less than 14400 hours worked	3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year
14400 to less than 27000 hours worked	4 calendar weeks' vacation with pay at 8% of gross earnings for the vacation year
27,000 to less than 41,400 hours worked	5 calendar weeks' vacation with pay at 10% of gross earnings for the vacation year
41,400 hours to less than 50400 hours worked	6 calendar weeks' vacation with pay at 12% of gross earnings for the vacation year.
50400 hours or more worked	7 calendar weeks' vacation with pay at 14% of gross earnings for the vacation year.

21.15 If an employee transfers from permanent part-time or part-time to full-time or vice-versa, the following method shall be used to calculate her vacation service date: 1800 hours paid equals one (1) year of service.

21.16 Employees shall take vacations in segments which are at least one week in duration unless agreed otherwise with the employer and during the summer vacation periods shall not take vacations which exceed two weeks in duration. It is understood and agreed that in order to distribute some time off for as many employees as it is practical during the Christmas/New Year's Season no employee will be allowed to take vacation during the period December 15 - January 15.

21.17 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 credit.

21.18 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 credit.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 The Employer shall provide and pay for the following welfare plan for each employee not otherwise covered. All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula.

22.02 Life Insurance

The Employer shall provide and pay the full cost of a plan covering the employee's Life or Accidental Death or Dismemberment in the principal sum of \$20,000.

22.03 Major Medical

The Employer will provide a Major Medical Plan providing for a Drug Card with a \$7.50 dispensing cap fee and a \$1.00 deductible per prescription for employees covered by this Agreement who have completed their probationary period. The Employer agrees to pay one hundred percent (100%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan.

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.

22.04 Vision Care

The Employer will provide a Vision Care Plan (\$200.00 every 24 months) and agrees to pay one hundred percent (100%) of the billed single/family premium for employees who participate in the plan. Effective the first full calendar month following the date of ratification of the Memorandum of Settlement (February 6, 2017), increase the Vision Care by \$25 every 24 months. **Effective January 1, 2018, the Vision Care coverage will be amended to include coverage for eye exams.**

Effective January 1, 2019, increase Vision Care by \$25 every 24 months, to \$250.00 every 24 months.

22.05 Dental Plan

The Employer agrees to implement a Dental Plan (equivalent to Blue Cross #9 Plan) The Employer agrees to pay fifty (50) percent of the billed premium for eligible participating employees, provided that the participating employee pays the remaining fifty (50) percent of the billed premium through payroll deductions.

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

Effective the first full month following the date of ratification, Dental Plan will be based on a one year lag in the ODA Fee Guide and the annual maximum per insured person will be \$2,000.00.

22.06 Hearing Aid

The Employer agrees to implement a \$300.00 Hearing Aid Benefit.

22.07 Benefits Enrolment Requirements

Employees may elect to enrol in any or all of the group insurance plan(s) at the time of hire. Such employees who elect to enrol will be eligible after completion of probation. Employees who have elected to enrol in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrol 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 in January and July each year.

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/coverage person.
- (c) EHC -
 - (i) Drugs - *\$150.00 maximum benefit/covered person.
 - (ii) Hearing - no benefit during first six months.

* During 12 months of coverage.

22.08 Change of Carrier

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

22.09 Benefit Grievance Resolution

- (a) the Union or Employer shall file a written grievance within 10 days of its learning that an alleged problem exists. For insured benefits, a copy of the grievance shall be forwarded to the insurers.
- (b) within 10 days of filing a grievance, the parties shall meet with a view to resolving the grievance.

- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limits, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be:
 - Norm Jesin
 - Laura Trachuk
- (g) the arbitrator shall render a decision within 10 days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then also apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as through 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 Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

22.10 Pension Plan

Nursing Home and Related Industry Pension Plan

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

- a) "Plan" means the Nursing Home 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, the hours not worked, and
 - iii) vacation pay

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

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

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

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

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

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's

obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the employer of this increased obligation to the extent that such obligations exceeds that which the employer would have if the Plan were a defined contribution plan.

- e) The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CHP5, 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 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 (for the purposes of calculations past serviced 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 Once, and if Status Changes

Address as provided to the Home

Termination date when applicable

iv) To be Provided if they are Readily Available

Gender

Marital Status

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

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

22.11 Proration Formula Benefits for employees who work less than 75 hours bi-weekly

The following provision will apply to all new hires following October 28, 2004.

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on 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 975 and then multiplying by 100.

Effective July 1, 2006, the prorata formula divisor will be changed to 950 hours.

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

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

When an employee is on:

- (a) pregnancy leave
- (b) parental leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days proration upon return, shall be based on the percentage (%) in effect prior to commencement of the leave.

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

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

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

- (a) Holiday Pay – based on proration formula

(b) 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 For employees regularly scheduled 45 hours bi-weekly or less:

Payment in Lieu of Benefits

Part-time employees, upon completion of ninety (90) calendar days of employment, will receive fifty cents (\$0.50) per hour in lieu of Extended Health Coverage (Semi-Private, if any, Hearing, Vision, Drugs and other Extended Health benefits). Dental Plan, Sick Leave and Weekly Indemnity Coverage. The Employer will pay one hundred percent (100%) of the premium toward a flat rate life insurance of fifteen thousand dollars (\$15,000).

22.14 For Employees Post Age 65

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:

- 22.02– reduce life insurance and AD&D by 50%
- 22.03 – Major Medical
- 22.04 – Vision Care
- 22.05 – Dental
- 22.06 – Hearing
- 22.11 – Prorata Formula
- 24.01 (b) & (c) – First two weeks of the short term sick leave

Once an employee reaches age 70 and she continues to be employed, she shall receive the \$0.50 in lieu payment and will cease to be covered under the above benefit plans.

ARTICLE 23 – WSIB

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

- (a) The Employer shall continue to pay its share of any and all health and welfare benefits in accordance with legislative requirements.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.

It is understood that the obligation of the Employer to pay the aforesaid benefits while on WSIB shall continue only so long as the employment relationship between the Employer and employee continues.

- (c) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise during the absence covered by WSIB.
- (d) 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.
- (e) The employee will be eligible for benefits in accordance with the WSIA.

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

23.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months 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 four (4) months, 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 injury within which she shall preserve the seniority which she had accrued up to the time of the accident 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 returns to work within the thirty-six (36) month period 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 to the date of injury. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

(b) If a full-time employee returns to work within fifty-two (52) 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, classifications 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.

- (c) If an employee returns to work after fifty-two (52) 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 19. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

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

- 23.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the nursing home, in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

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

23.07 WSIB 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 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 33. Payment under this article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 24. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

ARTICLE 24 - SICK LEAVE

- 24.01 Pay for sick leave is for the sole and only purpose of protecting employees against the loss of income when they are legitimately ill and will be granted to full-time 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) Full-time employees who have completed their probationary period will accrue 7.5 hours per 162.5 hours worked to a maximum of 52.5 hours. Days accrued shall be utilized to pay for the first seven days of legitimate personal illness or injury. **Any sick hours remaining in the employee's sick bank at the end of the year shall be carried over to the following year up to, but not exceeding, the maximum of 52.5 hours.**
- c) The employee will receive E.I sick leave for weeks (3) three through (17) seventeen of any legitimate illness or injury and such pay will be topped up to 66-2/3% of straight-time scheduled wages lost by the Employer. The employee shall endeavour to provide proof of receipt of EI benefits to the Employer within two (2) weeks of receipt of the employee's EI benefits.
- d) The Employer will pay 100% of the billed premium towards coverage of full-time employees who have completed their probationary period and who meet the eligibility requirements of the insurer under a weekly indemnity plan covering legitimate illness or injury for weeks eighteen through twenty-five of any legitimate illness or injury. Payment under weekly indemnity will be 66-2/3% of straight time scheduled wages lost.
- e) The Employer may request proof of disabling accident or sickness:
 - (i) For any absence in excess of two (2) days.
 - (ii) For the fourth (4th) and succeeding illness in the sick leave year.
 - (iii) When the employee is absent on either her last scheduled shift immediately preceding a holiday or her first scheduled shift immediately following the holiday, or the employee fails to report for her scheduled shift on a holiday.
 - (iv) When the Employer has reasonable grounds to question the bona fides of an illness.

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 each certificate to a maximum of \$25.00. 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.

- f) The right to sick leave shall cease upon notice of termination of employment.
- g) The Employer requests any employee absenting himself on account of personal illness to give on the first day of illness two (2) hours notice of absence if on the weekday day shift and four (4) hours notice of absence if on a weekend day shift or on evening or night shift, unless impossible.
- h) Employees are requested to notify the Home of their intention to return to work after illness at least eight (8) hours prior to the start of the shift on which they plan to return. Failure to do so may result in no work being available for that shift.
- i) When sick leave exceeds (10) days in any one month, no sick leave credits shall accumulate during that month.
- 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) The Employer will notify the employees of their accumulation of sick leave on request.

24.02 If a full-time employee returns to work within **thirty-six (36) months** following the commencement of an illness, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift as 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.

24.03 The Employer must file the Record of Employment within five (5) calendar days following interruption of earnings. Any related disputes will be dealt with pursuant to Article 22.09.

ARTICLE 25 – COMPENSATION

25.01 Retroactivity

The retroactive pay adjustment shall be paid by separate cheque within forty-five (45) days from the date of ratification of the Memorandum of Settlement or date of award, as applicable. Retroactivity shall be based on wages only, based on hours paid by the Employer.

Employees who have left their employment will be notified by pre-paid post within sixty (60) days of the effective date of ratification of the Memorandum of Settlement, of their last known address. Entitlement is lost if not claimed within (30) calendar days after receiving notice.

25.02 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 the 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.

25.03 Wage Progression

Full-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,950 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

Part-time employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

- 25.04 When an employee is assigned 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.
- 25.05 The Employer will show on all employees pay stubs their accumulated vacation bank. Employees at any time may request the hours in their accumulated sick bank.
- 25.06 Recognition of Previous Experience – RPN's Only

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

Note: All RPN's who are employed as of the date of ratification of the Memorandum of Settlement will be provided with the opportunity to provide reasonable proof of such recent related experience and if established will be credited on the wage grid in accordance with the above. Current RPN's are encouraged to provide that proof within thirty (30) days of the ratification of the Memorandum of Settlement. The adjusted rate will be effective as of the later date of: i) thirty (30) days following the date of ratification of the Memorandum of Settlement or ii) the date that the employee provides proof of the recent related experience.

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 as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 27 - PAY DAYS

- 27.01 Employees shall be paid every two weeks no later than the first Friday following the close of the work week. Employees shall be paid through direct deposit.

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 underpayment 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. **In circumstances in which the error is in excess of five normal day's pay, the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee, the Employer and the Union.**

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

The following provision applies to all letters of reprimand that are on an employee's personnel file as of January 10, 2012.

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

The following provision applies to all letters of reprimand that are issued to an employee after January 10, 2012.

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

The following provision applies to all suspensions that are on an employee's personnel file as of January 10, 2012.

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

The following provision applies to all suspensions that are issued to an employer after January 10, 2012.

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 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 the 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.

When an employee declines representation under this provision, the employee will be requested to sign a form to that effect, as developed through the Labour Management Committee.

29.04 Having provided a written request to the administrator at least one 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 – SPECIAL DUES ASSESSMENT

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 – RENEWAL AMENDMENT AND TERMINATION

31.01 This Agreement shall continue in effect until December 15, 2019, and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

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

31.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement or completion of the proceedings prescribed under the Labour Relations Act, 1980, of the Province of Ontario, R.S.O. 1980 c 228, as amended, and the Hospital Labour Disputes Arbitration Act, R.S.O. c, 205, as amended, whichever should first occur.

ARTICLE 32 - DEFINITION - TIME PERIODS

32.01 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 33 - WAGES


33.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classification and rates of pay.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

1 day of MARCH , 20 17 .


FOR THE EMPLOYER




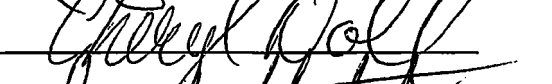



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FOR THE UNION









The attached Schedule "A" wage rates are inclusive of all obligations under the Pay Equity Act.

SCHEDULE "A"

Classification	Start	1 Year	2 Year	3 Year	4 Years
Personal Support Worker/Activation Aide					
1.4%					
December 16, 2016	18.434	19.836	20.094	20.268	20.477
December 16, 2017	18.692	20.114	20.376	20.552	20.763
December 16, 2018	18.953	20.395	20.661	20.839	21.054
Nurse Aide					
1.4%					
December 16, 2016	17.614	19.019	19.225	19.372	19.568
December 16, 2017	17.861	19.285	19.495	19.644	19.842
December 16, 2018	18.111	19.555	19.768	19.919	20.120
Registered Practical Nurses					
\$0.10 adj. + 1.4%					
December 16, 2016	23.911	24.170	24.414	24.958	25.438
December 16, 2017	24.347	24.609	24.857	25.408	25.896
December 16, 2018	24.840	25.106	25.357	25.916	26.410

Definitions:

Nurses Aides or Attendants who obtain the Personal Support Worker Certificate (or equivalent presently being recognized by the Employer) will be reclassified as Personal Support Workers.

Newly hired Nurse Aides understand they are required to enrol in the next available PSW course at their own cost.

RPN Classification Adjustments:

The Registered Practical Nurse (RPN) wage grid has been adjusted by the following classification adjustment prior to the implementation of the applicable general wage increase:

- December 16, 2016: \$0.10
- December 16, 2017: \$0.10
- December 16, 2018: \$0.15

Retroactivity

Retroactivity of the December 16, 2016 general wage increase and the December 16, 2016 RPN classification adjustment will be in accordance with Article 25.01.

APPENDIX "A"

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 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 or Registered Practical Nurses' Association of Ontario (RPNAO) to attend regularly scheduled meetings of the College of Nurses.

Orientation

The following minimums shall be observed in the orientation/familiarization of newly hired RPNs or 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.

LETTERS OF UNDERSTANDING

1. RE: STUDENTS

Students employed during the school vacation periods will be compensated on the Nurse Aide grid save and except for students who have successfully completed one year or more of an RN or RPN course, and continue to be enrolled in the RN or RPN course, who will be paid in accordance with the PSW grid.

Notwithstanding the above, students who have successfully completed one year or more of post secondary education in a health related field will receive 100% of the Nurse Aide rate.

2. RE: ANNUAL MEDICALS REQUIRED BY THE NURSING HOME ACT

1. All existing letters or forms required of employees to verify an annual examination shall be withdrawn.
2. 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.
3. 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 each certificate to a maximum of \$25.00. 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.

3. RE: MORE HOURS FOR FULL-TIME EMPLOYEES

Employees now (as at date of ratification) on the insured benefit plans will indicate on March 1 of each year whether they wish more scheduled hours to increase their bi-weekly hours to 75.

The employer will offer these employees' additional hours arising from the attrition of existing full-time hours to the extent such hours fit into the existing schedules of these employees. The additional hours will be offered in order of seniority.

4. RE: CREDIT CHECK LETTERS

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

(Letterhead)

Date

To Whom It May Concern:

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

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

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

Administrator

Facility

DATED this ___ day of _____, 20_____.

5. RE: SCHEDULING

During the negotiations for the renewal of the collective agreement that expired on April 30, 2007, the parties entered into discussions regarding the Employer's notice to the Union of its intent to change its practices with regard to the scheduling of part-time employees on the posted work schedule. In completing the work schedule, the Employer had previously been offering any unfilled shifts or "gaps" in the work schedule to part-time employees on a voluntary basis, leading to difficulties in ensuring appropriate coverage of scheduled shifts.

After discussion, the parties determined that henceforth, in completing the posted work schedule, the Employer would schedule any unfilled shifts, or "gaps" in the schedule firstly to those full-time employees who are regularly scheduled less than 75 hours who had indicated their willingness to be assigned additional scheduled shifts over and above their regular line. The available unfilled shifts would be distributed to these full-time employees on an as equitable basis as possible, commencing with the most senior of these full-time employees and scheduling the shifts on an as equitable basis as possible in descending order of seniority. If the Employer still had unfilled shifts to fill, the Employer would schedule the shifts to those regular scheduled part-time employees with master line rotations who had indicated their willingness to be assigned additional scheduled shifts over and above their regular line. The available unfilled shifts would be distributed to these regular scheduled part-time employees on an as equitable basis as possible, commencing with the most senior of these part-time employees and scheduling the shifts on an as equitable basis as possible in descending order of

seniority.

If the Employer still had unfilled shifts to fill, the Employer would schedule the shifts to those part-time employees who do not have master line rotations on an as equitable as possible basis, again commencing with the most senior of these part-time employees and assigning the shifts on an as equitable basis as possible in descending order of seniority.

It is understood that in assigning these shifts in accordance with the above process, the Employer would bypass any employee for whom working the shift would result in overtime payment.

The full-time employees who are regularly scheduled less than 75 hours biweekly and the part-time employees with master line rotations would be asked to indicate in writing their willingness to be scheduled for additional shifts on an annual basis. The scheduling of such additional shifts does not change the employee's status from part-time to full-time.

The intent of this process is that the Employer is in a position to post the work schedule without any 'gaps' or unfilled shifts in the schedule. This change in process does not apply to the call-in process that has been established for the filling of shifts that become available after the posting of the work schedule.

6. SUPERNUMERARY POSITIONS

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.

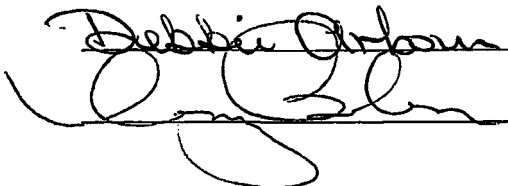
5. All RPNs or PNs hired under the new graduate initiative will be full-time and covered by all terms and conditions of the collective agreement. Such positions will not be subject to internal postings or request for transfer processes.
6. Such supernumerary RPNs or PNs can apply for and transfer to positions after the initial twelve (12) week supernumerary period in the manner defined by the Nursing Graduate Guarantee Guidelines.
7. Where supernumerary RPNs or PNs successfully post into positions (pursuant to # 6 above) there is the potential that 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 lay-off.
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.**

Where there is a dispute or timeliness issue, either party may raise the concern with the spokespersons for the central teams.

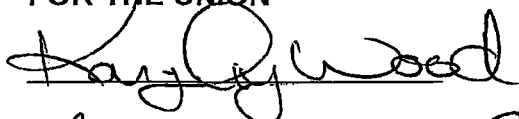
7. INTRODUCTION OF NHRIPP

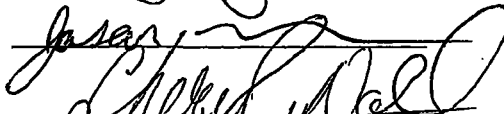
On January 1, 2005, the Nursing Home and Related Industry Pension Plan was introduced. This Letter acknowledges the parties' agreement that pension contributions that have been made prior to January 1, 2005 to the pre-existing pension plan would remain in that pre-existing pension plan.

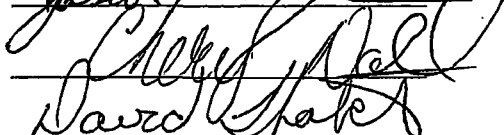
FOR THE EMPLOYER




FOR THE UNION








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