

39-FT
74-PT

Unit No. 157

COLLECTIVE AGREEMENT

BETWEEN

INA GRAFTON GAGE HOME OF TORONTO

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0n
A.F.L. - C.I.O. - C.L.C.

EFFECTIVE: APRIL 1, 2004

EXPIRY: JUNE 30, 2007

12673 (02)

TABLE OF CONTENTS

Article 1 - Purpose	1
Article 2 - Recognition and Scope	1
Article 3 - Management Rights	1
Article 4 - Definitions	2
Article 5 - Union Security	3
5.07 No Discrimination	4
5.08 Employment of Disabled Workers	5
5.09 Transfer and Successor Rights	5
Article 6 - No Strikes or Lockouts	5
Article 7 - Union Representation and Committees	6
7.03 Representative of SEIU	6
7.06 Labour/Management Committee	7
7.07 Total Quality Management Committee	7
Article 8 - Grievance Procedure	8
8.06 Group Grievance	9
8.07 Policy Grievance	9
8.08 Employer's Grievance	9
8.09 Discharge Grievance	10
8.10 Arbitration Process	10
8.11 Sole Arbitrator	12
Article 9 - Seniority	12
9.02 Probationary Period	12
9.03 Seniority List	12
9.04 Loss of Seniority	13
9.05 Effect of Absence	13
Article 10 - Layoff and Recall	14
10.01 Lay-off and Recall	14
10.02 Lay-off Procedure	15
10.03 Recall Right	17
10.04 Benefits on Lay-off	18
Article 11 - Job Postings/Transfer	18
11.02 Temporary Vacancies	19
11.06 Trial Period	19
11.09 Transfers	20
Article 12 - No Contracting Out	21
Article 13 - Work of the Bargaining Unit	21
13.03 Full-time/Part-time Ratio	21
Article 14 - Printing	21
Article 15 - Leave of Absence	22
15.02 Preamble	22
15.03 Pregnancy Leave	22
15.11 Parental Leave	25
15.12 Leave of Absence for Union Business	25
15.13 Bereavement Leave	26
15.14 Jury Duty	27
15.15 Educational Leave	28

Article 16 - Hours of Work	28
16.02 Lunch or Meal Periods	29
16.03 Relief Periods	29
16.04 Call in	29
Article 17 - Premiums Payments	29
17.01 Overtime	30
17.02 Reporting Pay	30
17.03 Call Back Pay	30
17.04 Call In	30
17.05 Weekend Premium	30
17.06 Responsibility Allowance for Work Outside the Bargaining Unit	31
Article 18 - Allowances	31
18.01 Uniform Allowance	31
Article 19 - Health and Safety	31
19.11 Injured Workers Provisions	34
19.12 Infectious Diseases	34
Article 20 - Paid Holidays	34
Article 21 - Vacations	35
Article 22 - Health and Insurance Benefits	37
22.01 Life Insurance	37
22.02 Major Medical	37
22.03 Vision Care	37
22.04 Dental Plan	37
22.05 Long Term Disability	38
22.06 Change of Carriers	38
22.07 Pension Plan	38
22.09 Benefits Grievance Resolution	40
Article 23 - Workplace Safety and Insurance Benefits	42
Article 24 - Sick Leave	43
24.05 Annual Medical and Sick Leave Certificate	44
24.06 Payment for Required Certificate	44
24.08 Workplace Safety and Insurance Board Challenge	45
Article 25 - Rates of Pay	45
25.04 New Classification	46
25.05 Wage Progression	47
Article 26 - Bulletin Boards	47
Article 27 - Pay Days	47
27.02 Errors on Paycheques	47
Article 28 - Interpretation	48
Article 29 - Personal Files	48
29.01 Letters of Reprimand	48
29.02 Suspension	48
Article 30 - Paid Education Fund	49

Article 31 - Duration	49
31.02 Retroactivity	49
Schedule "A"	51
Schedule "B" - Part-time Addendum	52
Letter of Understanding	54
Letter of Understanding Re: Upgrading or Acquiring Education Qualifications	56
Letter of Understanding Re: ESA	57
Letter of Understanding Re: Christmas/New Year Vacation	58
Letter of Understanding Re: Return to Work Program and Labour Market Re-Entry	60
Memorandum of Agreement Re: Maintenance Classification	61
Letter of Understanding Re: Public Office Election Full-time and Part-time	63
Letter of Understanding Re: CMI Results	64
Labour Management Meeting	65

COLLECTIVE AGREEMENT

BETWEEN

INA GRAFTON GAGE HOME OF TORONTO
(hereinafter referred to as the "Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.00
A.F.L. - C.I.O. - C.L.C.
(hereinafter referred to as the "Union")

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 mutually satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent of all employees of Ina Grafton Gage Home of Toronto in the Municipality of Metropolitan Toronto, save and except registered and graduate nurses, activity director, para-medical employees, supervisors, persons above the rank of supervisor, and office staff.

2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of the Home and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as

specifically limited by an expressed provision of this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the Home;
- (b) maintain order, discipline and efficiency;
- (c) hire, assign, direct, classify, transfer, promote, demote, lay off, recall, suspend and discharge or otherwise discipline employees, provided that a claim by an employee who has acquired seniority standing that he has been discharged or disciplined without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (d) determine, in the interest of efficient operation and high standard of service, the number of personnel required, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
- (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees.

3.02 The Employer agrees that the above rights shall not be exercised in a manner inconsistent with the provisions of this agreement.

ARTICLE 4 - DEFINITIONS

4.01 A regular full-time employee is an employee in the bargaining unit who is employed on a regular basis for over twenty-four (24) hours per week.

4.02 A part-time employee, who it is understood is covered by this Collective Agreement, is one who is committed to and works a regular schedule of hours such that the total of biweekly scheduled hours is forty-eight (48) or less.

The part-time employee will also commit herself to work additional days, upon request by the Employer, for example,

during the vacation period, during the Christmas and New Year's period to replace an employee who fails to report for her schedule shift, if required at any of these times. It is understood that the Employer will recognize the integrity of the part-time status and will not make unreasonable demands for additional work by part-time employees.

4.03 It is understood and agreed that an employee who works more than forty-eight (48) hours in a bi-weekly period shall retain her part-time status under this agreement according to the following conditions:

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

4.04 An on-call employee, who it is understood is covered by this Collective Agreement, is an employee who is called to work occasionally, usually on an on-call basis, but who does not work a regular schedule or who does so only for a specified period, but not for the purpose of depriving another employee of regular employment.

4.05 The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule "A".

ARTICLE 5- UNION SECURITY

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

5.02(a) All employees for whom the Union has bargaining rights who are in the employ of the Employer at the signing date of this Agreement and all new employees for whom the Union has bargaining rights who enter the employ of the Employer after the Agreement has been signed shall, as a condition of employment, be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union.

- (b) In remitting dues, the Employer shall provide a list of employees from whom deductions were made and the

employee's social insurance number. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence greater than one (1) month and returns from leaves of absence. If the Employer agrees to provide the Union with the information in an electronic format, the parties will meet to discuss the format in which the information will be set out. The Employer also agrees to provide the Union with employee addresses on an annual basis or whenever the Employer is provided with a change of address by an employee.

5.03 (a) Deductions shall be made on the month following the month of hire 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 an employee is off on Pregnancy and/or Parental Leave.

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

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 and for whom the Union has bargaining rights once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Employer's 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 during working hours during the employee's probationary period, so long as the operation of the Employer is not impaired.

5.06 The Employer will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Employer's payroll system.

5.07 No Discrimination

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

5.08 Employment of Disabled Workers

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

5.09 Transfer and Successor Rights

In the event that any or all existing beds covered under the current Employer, whether licensed or not, are sold or transferred to another home within the province, whether or not operated by the Employer, employees shall be first offered the opportunity to transfer prior to any notice of lay off being issued.

Any employee transferring from one home to another as a result of this Article, shall receive credit for their previous seniority and service and be placed on the wage grid at the identical rate of pay previously received.

It is understood that the Employer shall require as a condition of such sale or transfer of license, that the Employer to whom the beds are transferred and any subsequent transfer, agrees:

1. To employ the employees indicating their desire to transfer, and
2. To recognize the Union and the terms of this collective agreement.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw from any agreement to transfer beds with any contractor or other employer who has failed to meet the aforesaid terms of the transfer agreement.

ARTICLE 6 - NO STRIKES - NO LOCK-OUTS

6.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances and in view of the provisions of the Hospital Labour

Disputes Arbitration Act the Union agrees that there shall not be at any time a strike at the premises of the Employer and the Employer agrees that it will not lock-out its employees.

The words "strike" and "lock-out" used herein shall have the meaning attributed to them in the Labour Relations Act.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 The Employer acknowledges the right of the union to elect or appoint four (4) Stewards (one of which shall be the Chief Steward) to assist employees in the presentation of their grievances. All stewards shall be regular employees of the Employer who have completed their probationary period. The Union will endeavour to get representation from the various departments.

7.02 The Union acknowledges that its Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that so far as it is practicable, all Union activities will be conducted outside of regular working hours. Furthermore, such persons will not leave their regular duties without requesting permission from their immediate supervisor and advising the supervisor upon their return. Permission from the supervisor will not be unreasonably withheld.

When it is not practicable to service a grievance outside of working hours, the Employer will compensate Stewards for time spent in the servicing of such grievances when the Stewards would otherwise be performing their regular duties. The Employer will provide replacement staff where operationally required, as determined by the Employer.

Copies of all disciplinary notices issued to bargaining unit members shall be forwarded to the union's Business Agent by the Employer.

7.03 Representative of S.E.I.U.

The Union shall have the right to have the assistance of a representative from the Service Employees International Union when dealing or negotiating with the Employer. With prior approval of the Administrator, such representative shall have access to the work place in order to investigate and assist in the settlement of a grievance.

7.04 The Employer will recognize a Negotiation Committee consisting of not more than three (3) employees, one of which

shall be the Chief Shop Steward. In accordance with the understanding set out in paragraph 7.02, the Employer will compensate such employees for time spent in negotiating with the Employer, up to and including conciliation. This provision does not apply to time spent in negotiations in excess of the regular working day as defined in Article 16.01.

7.05 The Union shall supply the Employer with the names of its various Stewards and committee representatives and shall promptly advise the Employer of changes. The Employer shall recognize the Union's Stewards and representatives only upon proper notification.

7.06 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.

- (b) A request for a meeting will be made in writing at least one (1) week prior to the date proposed for the meeting, and shall include an agenda of matters proposed for discussion, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement.
- (b) A Labour/management meeting shall take place every three (3) months unless otherwise agreed upon mutually between the parties.
- (c) An equal and mutually agreed number of representatives shall attend the meeting; one of the Union's representatives may be a Union staff member. Employees attending meetings will not lose wages for regularly scheduled hours, but will be granted time away from their regular duties, for the sole purpose of attending the meeting.

7.07 Total Quality Management ("TQM") Committee

The TQM Committee shall be made up of representatives from management and each department. The TQM Committee shall meet at least once every three (3) months, unless otherwise agreed upon mutually between the parties. The TQM Committee shall consider quality of care issues.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 (a) It is the mutual desire of the parties to this agreement that complaints and grievances concerning the interpretation, application, administration or alleged violation of the Agreement be adjusted as quickly as possible.
- (b) An employee subject to disciplinary action which is to be recorded in the employees' personnel file, shall have the right, if she so requests, to the presence of the Union Steward or Union committee member or, if either of the above are not available, a member representative of the employee's choice who is working on the current shift.
- (c) Where an employee is required to attend a meeting in which a written warning, suspension, or discharge is to be given, a Union steward shall be present unless the employee requests otherwise.

If a steward is not available, the Employer shall reschedule the meeting within forty-eight (48) hours so that the employee and steward can attend.

8.02 It is understood that an employee has no grievance until the complaint has been discussed with his immediate supervisor.

8.03 No grievance shall be considered and the complaint shall be deemed to have been settled if the event giving rise to the complaint or the time at which the grieved employee ought to have become aware of such events occurred or originated more than six (6) working days before the filing of the grievance. No grievance shall be further considered and the grievance shall be deemed to have been settled if the time limits met out herein are not adhered to by the Union.

Step 1 The grieved employee shall present his grievance in writing to his immediate supervisor. The supervisor shall reply with a written decision within five (5) working days following the receipt of the grievance or such longer period as may be mutually agreed upon between the parties.

Step 2 In five (5) working days either following the receipt of the supervisor's decision or following the expiry of the time to reply allowed under Step 1, the grieved employee may present the grievance in writing to the Administrator or his designate who shall consider it in the presence of the grievor, a Steward, and the grievor's immediate Supervisor. A representative of the Union may be present. The Administrator or a designate shall

issue a written decision within five (5) working days following such meeting or such longer period as may be mutually agreed upon between the parties.

For the purposes of this Article, when determining the time limits within which any action is to be taken, the reference to working days shall be exclusive of Saturdays, Sundays, and Statutory Holidays.

8.04 If final settlement of the grievance is not reached at Step 2, then a grievance may be referred to arbitration in writing by either party, as provided for in paragraph 10.01 below, at any time within ten (10) calendar days either following the receipt of the decision given under Step 2 or following the expiry of the time to reply under Step 2 or such longer period as may be mutually agreed upon between the parties.

8.05 The written grievance shall set forth the full particulars of the grievance, the provision of this agreement allegedly violated and the remedies sought.

8.06 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 supervisor. The grievance shall then be taken up in accordance with the provisions of the grievance procedure commencing at Step 2.

8.07 Policy Grievance

Any difference arising between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party as a grievance within ten (10) working days of the circumstances giving rise to the grievance, so long as Said difference could not be processed as an individual or group grievance.

8.08 Employer's Grievance

It is understood that the Employer may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its officers or committee members, or members, within ten (10) working days of the circumstances giving rise to the grievance, and that if such complaint is not settled to the mutual satisfaction of the concurring parties, it may be treated as a grievance and referred directly to arbitration in the same way as the grievance of an employee.

8.09 Discharge Grievance

- (a) A claim by an employee covered by this Agreement who has completed the probationary period, that he has been unjustly discharged shall be treated as a grievance if a written statement is lodged by the employee with the Home's Administrator within four (4) days after the employee is notified of his discharge or within four (4) days after the employee ceases to work for the Employer, whichever is earlier. Such grievance will be taken up in accordance with the provisions of the grievance procedure commencing at Step 2.
- (b) Such special grievance 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.

8.10 Arbitration Process

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

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

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

8.11 Sole Arbitrator

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

ARTICLE 9 - SENIORITY

9.01 The seniority of each employee covered by this Agreement shall be established upon completion of the probationary period and shall date back to the date of hire.

9.02 Probationary Period

A new employee will **be** considered on probation until she has completed 450 hours of work. Upon completion of the probationary period, she shall be credited with seniority equal to 450 hours of work. Subject to statutory requirements, the release or discharge of an employee during the probationary period shall not be subject of a grievance or arbitration.

9.03 Seniority List

The Employer shall provide an updated seniority list to the Union every four (4) months, showing the date on which each employee who has completed the probationary period last commenced employment with the Employer, provided part-time seniority will be expressed in hours. A copy of the seniority list will be provided to the chief steward. In addition the Employer will display the balance of the sick leave credits remaining for full-time employees.

9.04 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability; or
- (c) is absent from work without a reasonable excuse satisfactory to the Employer for more than three (3) consecutive days for which she is scheduled to work; or
- (d) is absent from work for the lesser of her length of seniority or 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; or
- (f) fails, upon being notified of a recall, to signify her intention to return within five (5) working days after she has received the Notice of Recall by registered mail to last address on Employer's file, and fails to report to work within fourteen (14) working days after she has received the Notice of Recall.

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

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a reasonable excuse satisfactory to the Employer, shall be considered to have voluntarily resigned.

9.05 Effect of Absence

An employee shall maintain but not accumulate seniority under the following conditions:

- (a) during an approved unpaid leave of absence greater than thirty (30) calendar days.
- (b) during a lay-off not exceeding thirty-six (36) months.

9.06 An employee shall accumulate seniority and service during all periods of the following:

- (a) Approved unpaid leave of absence for thirty (30) days or less
- (b) Pregnancy and Parental leave
- (c) Bereavement Leave
- (d) Court Attendance
- (e) Paid Holidays
- (f) Vacation
- (g) Sick Leave
- (h) WSIB

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

ARTICLE 10 - LAY OFF AND RECALL

10.01 Lay-Off and Recall

- (a) In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least six (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 Employer will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Employment Standards Act* will be deemed to be amended to provide notice to the affected employees as follows:

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

- if her service is 12 years or more -
12 weeks' notice

- (b) Following notification the parties will meet to consider the impact, with the goal of implementing possible alternatives having regard for the desire of the parties to preserve job security for bargaining unit members. The Employer will provide the Union with all information pertaining to the proposed reduction and or elimination of positions and provide full and absolute disclosure of all financial rationale behind the decision as well as staffing rationale behind the decision.
- (c) The parties recognize that any reduction of the normal hours of work as specified in Article 16 for full-time employees will be considered as constituting a layoff.
- (d) The part-time compliment of hours will not be increased at the expense of full-time hours of work. No full-time positions shall be replaced by part-time positions, Part-time positions shall be maintain and not split for casual (on call) employment.
- (e) In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act.

10.02 Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or

identical paying classification without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.
- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the

laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.

- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Right

- (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 as required by law to perform the work.

In determining the ability 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 Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The

employee is solely responsible for his proper address being on record with the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of thirty (30) 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.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

10.04 Benefits on Lay-Off

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

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

For these purposes, 1 year full-time seniority = 1900 hours part-time seniority.

ARTICLE 11 - JOB POSTINGS/TRANSFERS

11.01 The Employer shall post notice of any vacancy, other than a temporary vacancy as defined below, for a period of ten (10) consecutive calendar days, and bargaining unit employees may make written application for said vacancies during the posting period.

The Employer agrees to provide the Chief Steward with a copy of each job posting. The job posting shall stipulate the qualifications, classification, shift time, department and rate of pay. The parties agree that an administrative oversight in this regard does not void the job posting.

11.02 Temporary Vacancies

Temporary vacancies, which are not expected to exceed ,thirty (30) working days, need not be posted and may be filled, as the Employer deems appropriate.

11.03 The Employer shall give first consideration to bargaining unit employees in filling the vacancies, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applications from the bargaining unit pursuant to the provisions of this Article.

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

If the applicants are not qualified to perform the work required, the Employer may immediately fill the new job or vacancy from within or outside the bargaining unit.

11.05 The name of the successful applicant shall be posted for (7) seven days.

11.06 Trial Period

The successful applicant shall be placed on trial in his new position for a period of sixty (60) working days. If the Employer and/or employee determine during the trial period that the employee is not capable of performing the required work at a satisfactory level, said employee shall be returned to his former position and wage rate with no loss of seniority. Any employees affected by the initial filling of the vacancy shall similarly be returned to their previous status of employment. This provision shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however that no employee will be transferred to a position outside the bargaining unit without his/her consent.

11.07 Subject to the provisions of this agreement with respect to permanent transfer, a full-time employee covered by this agreement who is successful in applying for a part-time position shall retain the seniority she accrued as a full-time employee. For purposes of placing her on the seniority list, her full-time service accrued as of the date of transfer will be converted to hours worked. (For purposes of making the above calculation 1 year of service = 1900 hours of service.) An employee selected to fill a temporary vacancy will have the right to return to her former position upon the return of the incumbent.

11.08 A part-time employee who is successful in receiving a temporary full-time position that is expected to exceed 120 working days shall have the option to elect to receive the provisions of the full-time agreement instead of pay in lieu of benefits, provided the employee advised the Employer of her option at the time she accepts the temporary full-time positions. All benefits accrued during such period, as applicable, shall be retained by the employee for future use.

11.09 Transfers

- (a) When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for any period of time, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.
- (b) Except in the case of a demotion an employee who is transferred or reclassified shall be paid at the rate which is no lower than the rate for the employee's former job.
- (c) Where the employee is demoted due to a reduction in staff, the employee shall receive the rate for her new job even though it may be less than the rate of pay in her former job.

11.10 An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one (1) year of seniority for each 1900 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer. Full-time to part-time shall be given 1900 hours for one (1) year of service.

ARTICLE 12 - NO CONTRACTING OUT

12.01 The Employer 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 or reduction in earnings of any employees other than casual part-time employees follows. 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 provision. Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies, or when regular employees are not available, and provided that the act of performing the aforementioned operations in itself, does not reduce the hours of work or pay of an employee.

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

13.03 Full-time/Part-time Ratio

The part-time compliment of hours will not be increased at the expense of full-time hours of work. No full-time positions shall be replaced by part-time positions. Part-time positions ,shall be maintained and' not split for casual (on call) employment.

ARTICLE 14 - PRINTING

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

ARTICLE 15- LEAVE OF ABSENCE

15.01 The Employer may grant leave of absence without pay to any employee for personal reasons provided that prior approval of the Administrator is first obtained. Such requests for leave of absence must be in writing.

Pregnancy and Parental Leave

15.02 Preamble

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

15.03 Pregnancy Leave

- (a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 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 two (2) weeks, notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

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

- (d) Notwithstanding Article 15.03(b) above, an employee must complete eight (8) months of continuous service prior to the expected date of birth to be paid a Supplemental Unemployment Benefit.

On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit, an employee on maternity leave who is in receipt of employment insurance maternity leave benefits shall be paid a Supplemental Unemployment Benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of employment insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed 75% of the employee's normal weekly earnings.

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

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

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

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

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

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

her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act. If the employee elects, in writing, to continue her share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

15.06 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal 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 absence shall likewise be returned to their former permanent positions.

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

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

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

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

15.11 Parental Leave

- (i) 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 the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (k) 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 within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires and ends thirty-five (35) weeks after it began or on an earlier day of which the employee has provided the Employer with at least four (4) weeks' notice. For employees who have not taken pregnancy leave, parental leave ends thirty-seven (37) weeks after it began or on an earlier day of which the employee has provided the Employer with at least four (4) weeks' notice.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
- (e) For purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09, and 15.10 shall apply.

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

15.13 Bereavement Leave

- (a) Upon the death of an employee's spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days

actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days ending not later than the day of the funeral.

- (d) In the event of a spring interment, an employee may save one of the days identified above without loss of pay to attend the internment.
- (e) An employee shall be granted one (1) day bereavement leave without loss of pay on the death of his or her aunt, uncle, niece or nephew.
- (f) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

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

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

15.14 Jury Duty

The Employer shall grant leave of absence without lose of regular pay to an employee who serves as a juror 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 Home provided that the employee;

- (a) notifies the Employer as soon as she becomes aware of her public duty;
- (b) presents to the Employer those documents requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation excluding travel, meal and other expenses, and the official receipt.
- (d) Should a statutory holiday, vacation day(s) or lieu day fall within a leave for jury duty or witness duty, such day(s) shall be rescheduled, at a time mutually agreeable to the Employer and the employee.

15.15 Educational Leave

- (a) If required by the Employer an employee shall be entitled to a leave of absence with pay and without lose of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer will pay one hundred percent (100%) of the costs associated with courses.
- (c) The administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that the employer receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the employer. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 16 - HOURS OF WORK

- 16.01(a) The normal hours of work will be forty (40) hours per week, eight (8) hours per day. Except for where they currently exist there shall be no split shifts. Current shift assignments for full-time employees will remain and there shall be no rotating shifts.
- (b) A shift shall be deemed to be entirely within the calendar day in which the majority of hours fall regardless of what calendar day the shift commences.
- (c) Work schedules covering a two (2) week period will be posted two (2) weeks in advance for employees working a regular schedule. Employee requests for specific days off must be submitted to the Administrator or designate one (1) week in advance of posting.
- (d) No employee shall scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1 ½) 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.

- (e) 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.

16.02 Lunch or Meal Periods

Employees will be scheduled for a thirty (30) minute meal break as part of their eight (8) hour day.

Lunch or meal periods will be uninterrupted, except in cases of emergency. Proper facilities will be provided for employees who bring their own lunch, and locker facilities will be provided.

16.03 Relief Periods

Employees will be allowed a fifteen (15) minute rest period in each four (4) hours worked without reduction in pay. Additional rest periods of fifteen (15) minutes shall be granted for each three (3) hour period of authorized overtime.

16.04 Call-in

- (a) Call-in shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Where the call in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (c) If the employee reports for work within one (1) hour of the request for call in, then the Employer will guarantee a minimum of four (4) hours work.
- (d) For any calls for existing regular shifts less than four (4) hours in duration, the Employer will guarantee work equivalent to the duration of the shift.

ARTICLE 17 - PREMIUM PAYMENTS

There shall be no pyramiding or duplication of bonuses or benefits found in this Agreement.

17.01 Overtime

Overtime shall be defined as all authorized work performed in excess of eight (8) hours per day or eighty (80) hours in a two (2) week period and shall be paid at the rate of one and one-half (1.5) times the employee's regular rate. 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 the applicable overtime rate by mutual agreement.

If an employee is required to work an extra continuous full shift **as** overtime, one free meal will be supplied during such shift in addition to overtime rates paid.

17.02 Reporting Pay

Employees who report for work for any regularly scheduled shift will be guaranteed at least four (4) hours of work or, if no work is available, they will be paid for at least four (4) hours. This provision shall not apply in the case of a labour dispute or conditions beyond the control of the Employer.

17.03 Call-Back Pay

An employee who has completed his regular shift and who has left the work place will be guaranteed a minimum of three (3) hours work, payable at the applicable overtime rate in the event that he is called back to perform work.

17.04 Call-In

All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement. Employees shall inform the Employer of their availability, and changes thereto for inclusion on the availability list.

17.05 Weekend Premium

Effective July 1, 2005, \$0.14 per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday.

17.06 Responsibility Allowance for Work Outside the Bargaining Unit

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.

ARTICLE 18 - ALLOWANCE

18.01 Uniform Allowance

The employer agrees to provide a uniform allowance of \$140.00 per year. When an employee leaves the employ of the Home she shall receive her accumulated uniform allowance as part of her separation cheque.

ARTICLE 19 - HEALTH AND SAFETY

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

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.

19.03 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.

19.04 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall 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.

19.05 The Joint Health and Safety Committee and the representatives thereof shall have access to 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 occupational injuries, and such other data, as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

19.06 The Union will use its best efforts to obtain the full cooperation of its membership in the compliance of all safety rules and practices.

19.07 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.

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

The employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- (a) Designing safe procedures for employees
- (b) Providing training appropriate to these policies
- (c) Reporting all incidents of workplace violence

19.09 The employee shall:

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

19.10 A worker shall:

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

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

19.11 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.

19.12 Infectious Diseases

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

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 protection 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.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following days shall be considered as paid holidays for full-time employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	*Two Floating Days
	**One Anniversary Floating Day

*The Floating Holidays will be observed annually at a time to be mutually agreed upon between the Home and the

individual employee. In 1999, full-time employees shall have two floating days

**The Anniversary Floating Day, which is not a premium day, is associated with the employee's anniversary date of hire and shall be scheduled thirty (30) days either side of their anniversary date of hire at a time mutually agreed upon between the Home and the individual employee.

The intent is that there shall be no more than twelve (12) paid holidays in the calendar year.

20.02 In order to qualify for holiday pay, an employee must have earned wages in the twenty-eight (28) days preceding the holiday and must work her regularly scheduled working day immediately prior to and immediately following the holiday, provided that if an employee can verify with a Medical Doctor's certificate that her absence immediately prior to and/or following the holiday was due to a legitimate illness she will qualify for one (1) day of holiday pay during any one such illness. In the event that a layoff commenced on the date immediately following a paid holiday, an employee who otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

20.03 Holiday pay shall be defined as straight time hourly pay exclusive of shift premium calculated for a normal eight (8) hour work day.

20.04 An employee who is required to work on a paid holiday, and she qualifies, will be paid at time and one-half (1.5) the regular rate for those hours actually worked on the holiday in addition to the employee's regular pay for the full shift.

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 mutually agreed between the Employer and employee. In the case of part-time employees, however, this will apply only if it falls on a day on which she would normally have worked.

ARTICLE 21 - VACATIONS

21.01 The vacation accumulation year will be from July 1 to June 30, with vacation entitlement calculated as of June 30th in each year.

21.02 Vacation entitlement for full-time employees shall be based on continuous service as follows:

- (a) employees with less than one (1) year of continuous service shall be granted one (1) day per month up to a maximum of ten (10) days at 4% of gross earnings;
- (b) employees who have completed one (1) year of continuous service as at June 30th of any year shall be granted two (2) weeks vacation;
- (c) employees who have completed two (2) years of continuous service as at June 30th of any year shall be granted three (3) weeks vacation.
- (d) employees who have completed eight (8) years of continuous service as at June 30th of any year shall be granted four (4) weeks vacation.
- (e) employees who have completed fifteen (15) years of continuous service as at June 30th of any year shall be granted five (5) weeks vacation.
- (f) Employees who have completed twenty (20) years of continuous service as at June 30th of any year shall be granted six (6) weeks vacation.
- (g) Employees who have completed thirty (30) years of continuous service as at June 30th of any year shall be granted seven (7) weeks vacation.

21.03 Vacation pay is to be paid as a (%) percentage of total earnings or regular pay, whichever is greater.

21.04 The Employer will make every reasonable effort to accommodate the wishes of employees with respect to vacation dates giving preference to seniority subject to the responsibility of the Employer to operate the institution in an efficient manner'. Employees must forward to the Home their desired vacation dates by April 1st of the respective vacation year or forfeit the right to exercise seniority in the choice of vacation dates. Furthermore, the Home will post a vacation schedule in accordance with the foregoing by May 1st of the respective vacation year.

21.05 Wherever possible vacation time will be allotted between the months of May and December in accordance with paragraph 21.04 above, or at such other time as may be mutually agreed upon by the Employer and the individual employee subject to the conditions outlined in paragraph 21.06 below.

21.06 Vacations are not cumulative from year to year and all vacation must be taken no later than one month prior to the next vacation cut off day. Employees shall not waive vacation and draw double pay.

21.07 Provided vacations of five (5) days or more are scheduled and agreed upon between the employee and her supervisor at least four (4) weeks in advance, vacation pay will be given to all employees who comply with the foregoing on request, on the last regular pay day in advance of their vacation.

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 operation of the Employer.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 Life Insurance

The Employer shall pay one hundred percent (100%) of the billed premium for a Group Life Insurance Plan of \$20,000.00 (plus \$20,000.00 Accidental Death and Dismemberment) for all eligible full-time employees.

22.02 Major Medical (including Semi-Private Coverage)

The employer shall pay, one-hundred percent (100%) of the billed premium towards a Major Medical Plan (\$10/20 deductible, one-hundred percent (100%) co-insurance.

22.03 Vision Care

The employer shall pay one-hundred percent (100%) of the billed premium towards a Vision Care Plan (\$300.00 every two years).

22.04 Dental Plan

The employer agrees to provide a Dental Plan to the equivalent of Blue Cross Plan No. 9. The employer shall pay fifty percent (50% of the billed premium, the remainder to be deducted from employee's wages. The Dental Plan shall be one-hundred percent (100%) co-insurance and shall be at current ODA rates.

22.05 Long-Term Disability

Effective January 1, 1994, the Employer will provide a Long Term Disability Plan with the Employer paying fifty percent (50%) of the billed premium.

22.06 Change of Carriers

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as-between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier.

22.07 Pension Plan

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

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

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

the straight time component of hours worked on a holiday;

holiday pay, for the hours not worked; and

vacation pay.

All other payments, premiums, allowances and similar payments 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.

.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 4% (four percent) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period an amount equal to 4% (four percent) of applicable wages to the Plan.

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

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

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

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

.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P-8, as amended, which the Administrator may reasonably require in order to properly record and proceed pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

(i) To be Provided Once Only at Plan Commencement:

Date of Hire

Date of Birth

Date of First Contribution

Seniority List to include hours from date of hire to Employer's fund entry date (for purpose of calculations past service credit)

(ii) To Be Provided with Each Remittance:

Name

Social Insurance Number

Monthly remittance

Pensionable Earnings

YTD Pension Contributions

Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To Be Provided Once and **If** Status Changes:

Full Address as provided to the Home

Termination date where applicable (MMDDYY)

(iv) To Be Provided Once If They are Readily Available

Gender

Marital Status

Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

22.08 A same sex spouse is eligible to 'be a dependant for insured benefits.

22.09 Benefit Grievance Resolution

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

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

- (b) within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) if the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided.
- (d) the arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each 'party a reasonable opportunity to present its case. The arbitrator may dispense' with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) the arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) the arbitrators for this process shall be Reva Devins and Deena Baltman.

If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.

- (g) the arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.
- (h) the fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.
- (i) this process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

- (j) the parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) the decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) if in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

This process shall commence immediately for all self insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall also apply to insured benefits.

ARTICLE 23 - WORKPLACE SAFETY & INSURANCE BENEFITS

23.01 Where an employee is absent due to illness or injury which is compensable under the Workplace Safety & Insurance Act (or any successor legislation), the following shall apply:

- (a) The Employer shall continue to pay their share of any and all health and welfare benefits for twenty-four (24) calendar months following the commencement of the absence;
- (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;
- (c) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this agreement; except as specified in (d) below;
- (d) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of

illness or injury, time spent on loss of earnings benefits shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.

23.02 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.

23.03 The injured employee shall have a period of at least thirty-six (36) months from the date of injury, or longer in accordance with the Workplace Safety & Insurance Act (and any successor legislation), within which she shall have the right to return to work upon the recommendation of the Workplace Safety & Insurance Board or the attending physician, which shall indicate to the employer that the employee has the physical capability to perform her normal job.

ARTICLE 24 - SICK LEAVE

24.01 Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of one (1) day per month of service to a maximum of one hundred and twenty (120) days. Sick leave accumulation information will be made available to any employee upon reasonable request.

24.02 Sick leave payment shall be based on the employee's regular rate of pay and regular hours of work.

24.03 Payment shall be subject to all of the following conditions:

(a) an employee must notify his immediate supervisor of her absence as per paragraph (f) of this article before the beginning of her shift on the first day of absence and supply the following information:

- why she is unable to report for work;
- expected duration of the absence; and
- where she can be contacted during this absence.

- (b) if the absence is to be extended beyond the expected duration reported pursuant to subparagraph (a) , above, the immediate supervisor must be notified by 3:00 p.m. unless impossible on the day preceding the first day of the extension;
- (c) if an employee is confined to hospital or home as a result of a serious illness or accident, she should notify the employer as soon as possible of her desire to return to work;

Sick Leave Certificate

- (d) an employee must produce proper evidence of a 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.
- (e) an employee who abuses the sick leave provision by using her sick days under false pretenses may be subject to discipline.
- (f) An employee shall provide the Employer with at least two (2) hours notice of an expected lateness or absence from work, unless impossible.

24.04 Upon termination of employment, other than discharge for cause, there is to be paid to an employee an amount equal to fifty percent (50%) of the accumulated sick pay credit of the employee, provided that the employee has more than five (5) years seniority at the date of termination. Sick pay credit for the 91st to 120th day of accumulated sick leave will be paid to the employee at seventy-five (75%) on termination of employment.

24.05' Annual Medical and Sick Leave Certificate

The Employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to M. Teplitsky forthwith for a decision.

24.06 Payment for Required Certificate

Employees must produce proper evidence of a disabling accident or illness in accordance with article 24.03(d). If, in

these circumstances, the physician charges the employee for a sick leave certificate outside OHIP, the Employer will pay for the certificate. The Employer may require an employee to attend an independent physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

24.07 Where an employee's scheduled vacation is interrupted due to a serious illness, requiring an employee to be an inpatient in a hospital which either commenced prior to or during the scheduled vacation period, the period of such illness will be considered sick leave providing the employee provides satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

24.08 Workplace Safety and Insurance Board Challenge

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

ARTICLE 25 - RATES OF PAY

25.01 Employees shall be classified and paid in accordance with Schedule 'A' which is attached hereto and forms part of this Collective Agreement.

25.02 Employer to continue present practice with respect to pay days.

25.03 NOT APPLICABLE.

25.04 New Classification

- (a) The parties agree to recognize the Personal Support Worker education accreditation as equivalent to the Health Care Aide course.
- (b) When a new classification (which is covered by the terms of this agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration 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.
- (c) When the Employer makes a substantial change during the term of this agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- (d) 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.
- (e) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall

be retroactive only to the date that the union raised the issue with the employer.

25.05 Wage Progression

- (a) Full-time employees within their position classification will progress through Schedule "A" from "start rate" to "one year rate" and so on in accordance with accumulated seniority from last date of hire.
- (b) Part-time employees within their position classification will progress through Schedule "A" from "start rate" to "one year rate" and so on in accordance with hours worked such that 1900 hours worked equals one (1) year of service for purpose of progression through the wage grid.
- (c) If an employee is transferred or reclassified to a higher rated job group, he shall receive the higher of his present rate, or the starting rate of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. No prior written approval from the Employer is required for the Union to post notices of union activities on the bulletin board.

ARTICLE 27 - PAY DAYS

27.01 Employer to continue to pay employees on a bi-weekly basis every other Thursday.

27.02 Errors on Paycheques

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

(a) if the error results in an employee being under paid by fifty dollars (\$50.00) or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error, and

(b) if the error results in an employee being overpaid by fifty dollars (\$50.00) or more, the employee will return the overpayment within three (3) business days from the date the employee is notified of the error.

27.03(a) On termination or lay off, the employee will be paid her final pay and her vacation pay, not later than the later of seven (7) days after the employment ends and the day that would have been the employee's next pay day, in accordance with the Employment Standards Act.

(b) Employees will endeavour to give a minimum of two (2) weeks' notice of termination of employment.

ARTICLE 28 - INTERPRETATION

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

28.02 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.

28.03 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 29 - PERSONAL FILES

29.01 Letters of Reprimand

Letters of discipline are to be removed from an employee's personnel file after twelve (12) months from the date of discipline except in the case of incidents involving third party interface ie: residents and family where the record will remain on file.

29.02 Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of

discipline except in the case of incidents involving third party interface ie: residents and family where the record will remain on file.

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

ARTICLE 30 - PAID EDUCATION FUND

30.01 Effective July 1, 2005, the Employer agrees to pay into a special fund two (2) cents per regularly scheduled hour worked per employee for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a fund established by Service Employees International Union Local 1.0n.

ARTICLE 31 - DURATION

31.01 This agreement shall continue in effect from April 1, 2004 until June 30, 2007, and shall continue automatically from year to year thereafter unless either party notifies the other in writing, within ninety (90) days prior to the expiry date an set out above and as it may be in each subsequent year, that it desires to amend or terminate the agreement.

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

31.02 Retroactivity

Retroactive payment is to be made within thirty (30) days from the date the Employer receives written notice of ratification or release of award and applies to wages only based on hours paid by the Employer. Implementation of the new rates shall take place on the next pay date after the release of the award or settlement if practicable. Employees who have left their employment will be

notified by prepaid post, addressed to their last known address.
Entitlement is lost if not claimed within thirty (30) days.

DATED AT *TORONTO* this *15* day of *JULY* 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillips

Abou

Samuel

Manson

Jennifer

James Macdonald

JB/LL

SCHEDULE "A"

Effective April 1, 2004 (3.0%)

	Start	1 Year	2 Years
Housekeeping/Laundry/Dietary	\$14.87	\$15.30	\$15.66
Health Care Aide/PSW	14.87	15.30	15.66
Handyman/Janitor	14.87	15.30	15.66
Cook	15.43	15.81	16.21
Cook with Certificate/Maintenance	15.50	15.99	16.32
R.P.N.*	17.30	17.67	18.07

Effective July 1, 2004 (3.0%)

Housekeeping/Laundry/Dietary	\$15.32	\$15.75	\$16.15
Health Care Aide/PSW	15.32	15.75	16.15
Handyman/Janitor	15.32	15.75	16.15
Cook	15.89	16.28	16.70
Cook with Certificate/Maintenance	15.97	16.47	16.80
R.P.N.*	18.07	18.46	18.87

Effective July 1, 2005 (3.0%)

Housekeeping/Laundry/Dietary	\$15.78	\$16.23	\$16.63
Health Care Aide/PSW	15.78	16.23	16.63
Handyman/Janitor	15.78	16.23	16.63
Cook	16.37	16.77	17.20
Cook with Certificate/Maintenance	16.45	16.96	17.31
R.P.N.*	18.87	19.27	19.69

Effective July 1, 2006 (1.0%)

Housekeeping/Laundry/Dietary	\$15.94	\$16.39	\$16.80
Health Care Aide/PSW	15.94	16.39	16.80
Handyman/Janitor	15.94	16.39	16.80
Cook	16.53	16.94	17.37
Cook with Certificate/Maintenance	16.60	17.13	17.48
R.P.N.*	19.32	19.72	20.14

Probationary employees will be paid 20 cents per hour less than the start rate.

Health Care Aide Premium: Employees with a Health Care Aide Certificate or equivalent currently recognized by the Employer will be paid fifteen cents (\$0.15) per hour above the Health Care Attendant wage scale.

* RPN adjustment of 0.25 cents before % increase applied.

SCHEDULE 'B'

PART-TIME ADDENDUM

A regular part-time employee is an employee in the bargaining unit who is employed on a regular basis for twenty-four (24) hours or less per week. Regular part-time employees will be considered to be subject to the provisions of the collective agreement except as indicated elsewhere in the agreement and as follows;

1. Seniority

Part-time employees will be in a separate seniority group from full-time employees.

Subject to the provisions of this agreement with respect to permanent transfers, a part-time employee covered by this agreement who is successful in applying for a full-time position shall retain the seniority she accrued as a part-time employee. For purposes of placing her on the seniority list, her part-time hours of service accrued as of the date of transfer will be converted to years of service. (For purposes of making the above calculation 1900 hours - 1 year of service.)

2. Hours of Work

An employee covered by this Addendum who works in excess of eight (8) hours in any one day or eighty (80) hours in a two (2) week period, will receive overtime pay as per Article 17.01.

3. Holidays

Part-time employees shall be entitled to their birthday as a paid holiday in 1999. Part-time employees shall receive twelve (12) paid holidays per year (nine fixed days and three float days including birthday) on a pro rata basis provided they qualify in accordance with Article 20.02.

4. Vacation

Vacation accumulation shall be in accordance with Article 21. Vacation entitlement for part-time employees shall be based on continuous service as follows, and shall be paid out in a lump sum the first full pay period in July each year:

- (a) employees with less than 3,800 hours of service will receive 4% of gross earnings;

- (b) employees with 3,800 hours of service but less than 15,200 hours of service will receive 6% of gross earnings;
- (c) Employees with 15,200 hours of service but less than 28,500 will receive eight percent (8%) of gross earnings.
- (d) Employees with 28,500 hours of service but less than 38,000 hours will receive ten percent (10%) of gross earnings.
- (e) Employees with 38,000 hours of service or more will receive twelve percent (12%) of gross earnings.
- (f) Employees with 57,000 hours of service or more will receive fourteen percent (14%) of gross earnings.

5. Benefits

Benefits identified in this agreement do not apply to part-time employees.

6. Sick Leave

Sick leave provisions identified in this agreement do not apply to part-time employees.

7. Bereavement Leave

The rate of pay applicable to a part-time employee who receives bereavement leave will be in accordance with the hours he would have been scheduled to work on the day(s) absent in accordance with the Bereavement Leave provision.

8. Rates of-Pay

Regular part-time employees will be paid the hourly rates of pay in accordance with their classification as identified in Schedule "A", plus sixty cents (60 cents) per hour in lieu of benefits.

Equivalent hours shall be as follows:

Probation: 0 to 450 hours
Start Rate: 450 to 1900 hours
One Year Rate: 1900 to 3800 hours
Two Year Rate: 3800 hours or more.

LETTER OF UNDERSTANDING

BETWEEN

INA GRAFTON GAGE HOME OF TORONTO

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

1. It is not the Employer's current intention to move to rotating shifts, nor does the Employer have any current intention or expectation of being required or compelled by the Ministry of otherwise to move to rotating shifts during the term of the Collective Agreement effective April 1, 1999 to March 31, 2001. The Employer further agrees that full-time scheduling practices will remain.

2. To ensure that the incoming Nursing Department staff have an uninterrupted reporting time at change of shift, outgoing Nursing Department staff will, notwithstanding Article 14.01, continue to cover the floors for fifteen (15) minutes following the end of shift without additional pay, as follows:

- (a) One (1) person per floor;
- (b) Assignment of staff to change every week;
- (c) Other outgoing staff free to leave at regular end of shift, except in case of emergency;
- (d) The person required to cover for the additional fifteen (15) minutes will be allowed an additional fifteen (15) minutes, unpaid, at lunch break, except in case of emergency.

3. The Employer will attempt to schedule in services during employees' regular shift or, in the case of afternoon and evening shift employees at their shift crossovers. The Staff Development Co-ordinator will provide in services either in person or on tape.

4. If the Employer requires the Head Cook to carry out supervisory responsibilities for a period in excess of 1/2 shift, the Head Cook shall receive an allowance of \$5.00 for that shift.

5. CMI results and aggressive residents are appropriate for discussion purposes at the Labour Management Committee.

Dated at Toronto this 15 day of July, 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillip

[Signature]

Barney

S. Morrison

Jennifer Bira

Thomas Macca

LETTER OF UNDERSTANDING

BETWEEN

INA GRAFTON GAGE HOME OF TORONTO

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n

RE: Upgrading or Acquiring Educational Qualifications

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

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

Dated at Toronto this *15* day of *July*, 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillip

Manuel

Jennifer Biso

James Maccaente

[Signature]

S. Morrison

LETTER OF UNDERSTANDING

Between

Ina Grafton Gage Home

And

Service Employees International Union

Local 1.0n

RE: ESA Provisions Deemed Part of Collective Agreement.

Any amendments to the Employment Standards Act or other legislation made during the term of the contract which is superior to the collective agreement provision will be considered part of the collective agreement. Any amendments to the Employment Standards Act or other legislation made during the term of this agreement which would, in effect, take away a benefit these employees now enjoy, will not be applied. The status quo will be maintained. Any dispute with regard to the language will be resolved through the grievance procedure.

Dated at Toronto this *15* day of *July*, 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillip

[Signature]

Banner

Marison

Jennifer Biso

James Macca

LETTER OF UNDERSTANDING

Between

Ina Grafton Gage Home

And

Service Employees International Union

Local 1.0n

RE: Christmas/New Year's Vacation Scheduling

It is the policy of the Employer that no vacation will be granted during the Christmas/New Year's holiday season from the last two weeks of December up to and including the first week in January, subject to the following:

- One employee per department from environmental services and dietary and one employee per unit in the nursing department may request vacation over Christmas and/or New Year's.
- Requests shall be for a minimum of five days within the Christmas/New Year's holiday season.
- Requests shall be submitted by April 1st of the respective vacation year (except 2001 for which the deadline shall be May 1st).
- Vacation requests will be determined for the first year on a seniority basis and thereafter a rotational basis.

The Employer and the Union shall review this policy in 2002 and discuss any changes that may be necessary at that time.

Dated at Toronto this 15 day of July, 2005 .

FOR THE UNION

FOR THE EMPLOYER

Phillips
Baunert
Jennifer Biso
James Macca

[Signature]
Macca

LETTER OF UNDERSTANDING

Between

Ina Grafton Gage Home

And

Service Employees International Union

Local 1.0n

RE: Return to Work Program and 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 this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

Each facility or employer group by mutual agreement will review with the Union at the Labour Management Committee within three (3) months of ratification its Early and Safe Return to Work and Labour Market Re-Entry programs for work related injuries.

Dated at Toronto this 15 day of July, 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillip

[Signature]

Paul

Morris

Jennifer

Thomas

MEMORANDUM OF AGREEMENT

Between

Services Employees International Union, Local 1.0n

And

Ina Grafton Gage Home for the Aged

Re: Maintenance Classification

The parties agree:

1. The Full-time Janitor position (8:00 a.m. to 4:00 p.m.) contains about 15% maintenance work.
2. The person filling this position will be paid 1.20 hours per day at the maintenance rate, as per the current collective agreement.
3. Maintenance workload may fluctuate day to day - (2) above is meant to represent an overall average of the workload.
4. Some duties may be left by the afternoon position that are deemed to be Maintenance and "picked up" by the day position (ie. work orders).
5. In three months the parties will meet to reassess the workload and total maintenance content to determine if adjustments should be made to either wage rates or job routines to accommodate workload.
6. The parties may also discuss incorporating additional maintenance duties for the purpose of expanding this classification and shifting other janitor/handyman duties to additional hours in that classification.
7. When any employee is scheduled for a period of time (more than one (1) hour) to do specific maintenance duties, he shall be paid at the Maintenance rate for all hours worked.

DATED this 15 day of Jun , 2005 .

FOR THE UNION

FOR THE EMPLOYER

Phillip

[Signature]

Francis

Morris

Joseph

James Maccato

LETTER OF UNDERSTANDING

Between

Ina Grafton Gage Home

And

Service Employees International Union

Local 1.0n

RE: Public Office Election Full-time and Part-time

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.

Dated at Toronto this 15 day of JULY, 2005.

FOR THE UNION

FOR THE EMPLOYER

Phillip

Samuel

Jennifer Biso

Frances Maccate

[Signature]

[Signature]

LETTER OF UNDERSTANDING

Between

Ina Grafton Gage Home

And

Service Employees International Union

Local 1.0n

RE: CMI Results Full-time and Part-time

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 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 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI 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.

Dated at Toronto this 15 day of July, 2005.

FOR THE UNION

Phillip
James
Jennifer
Thomas

FOR THE EMPLOYER

[Signature]
Marrison

LABOUR MANAGEMENT MEETING

SEIU LOCAL 1.0N

AND

INA GRAFTON GAGE HOME

SEPTEMBER 4, 2003

Discussion with regards to permanent part-time and full-time positions and related job postings.

The Union and the employer agree as follows:

1. The Master Schedule as per the current date is agreeable.
All part-time and full-time lines as shown are designated positions.
2. Lines can not be broken up or shifts dropped without agreement from both Union and Employer.
3. Lines can not be combined, or two lines held without agreement from both Union and Employer.
4. Short lines may be amalgamated in the future as they become available with agreement from both Union and Employer.

Dated at Toronto this 15 day of July, 2005.

FOR THE UNION

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]