

COLLECTIVE AGREEMENT

BETWEEN

SPECIALTY CARE WOODSPARK INC.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.on
A.F.L., C.I.O., C.L.C.

FULL-TIME & PART-TIME
Service

EFFECTIVE: July 1, 2003

EXPIRY: December 31, 2007

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit. This Agreement shall be regarded as a complete and full statement of the relationship between the Employer and the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees at Al-Mar at Orillia and Woods Park Care Centre in Barrie, save and except registered nurses and graduate nurses, physiotherapists, occupational therapists, coordinators of activity, leisure and restorative care, chef, maintenance staff, supervisors, foremen, all persons above the rank of supervisor or foreman, and office and reception staff and students.

ARTICLE 3 - RELATIONSHIP

3.01 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union, or because of his activity or lack of activity in the Union.

3.02 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability where to do so would be contrary to the Ontario *Human Rights Code*.

3.03 The Employer and the Union agree that there shall not be any form of harassment in the work place. The parties will agree to meet at Labour/Management to address any such complaints that arise and to find a mutually satisfactory resolve to the matter. It is understood that performance management is not deemed to be harassment.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that the management of the Nursing Home and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, and suspend employees; and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees provided that the Employer shall first discuss proposed changes in the rules with the Union;
- (d) determine the nature and kind of business conducted by the Employer, the kinds of equipment and materials to be used, the control of materials, the methods and techniques of work, the content of jobs, the schedule of production, the number of employees to be employed, the extension, limitation or curtailment or cessation of operations or any part thereof; and to determine and exercise all other functions and prerogatives which remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

ARTICLE 5 - GRIEVANCE COMMITTEE AND STEWARD

5.01 The Employer will recognize a Grievance Committee which shall consist of not more than three (3) employees selected by the Union known as Stewards, provided that no more than two (2) members of this Committee shall be present at any meeting with the Employer. All members of the Grievance Committee and all Stewards shall be regular employees of the Employer during their term of office, who have completed their probationary period.

5.02 The Union will inform the Employer in writing of the names of the Stewards and members of the Grievance Committee and of any subsequent changes in the names of any Steward or member of the Grievance Committee. The Employer shall not be asked to

recognize any Steward or member of the Grievance Committee until such notification from the Union has been received.

5.03 The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor. Stewards shall state their destination to their immediate supervisor and shall report again to him at the time of their return to work. The time shall be devoted to the prompt handling of grievances. The Employer reserves the right to limit such time if it deems the time so taken is excessive.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is generally understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

6.02 An employee who has a grievance involving the interpretation, administration or alleged violation of this Collective Agreement may invoke in order the following steps of the grievance procedure, if he does so within the time limits provided for:

Step No. 1

Step No. 1 may be invoked only within five (5) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employee. The employee, who may be assisted by his shop steward, may invoke Step No. 1 by presenting his grievance to his immediate supervisor. The grievance must be in writing and signed by the employee, and must set out the particulars of the facts alleged to give rise to the grievance, the section(s) of the Agreement which the employee alleges has been violated or a sufficient description of that portion, and the remedy sought. The Department Head will deliver his decision in writing to the employee within five (5) working days after he receives the grievance.

Step No. 2

Except as otherwise provided in this Agreement, Step No. 2 may be invoked only within five (5) working days after the immediate supervisor's decision is given at Step No. 1. The employee may invoke Step No. 2 by submitting the written grievance to the

Administrator or his designate. A meeting will be held between the Administrator (or his designate) and the employee concerned within five (5) working days thereafter. A shop steward may be present if the employee desires his assistance, and a staff representative of the union may be present at the request of either the Employer or the employee. The Administrator (or his designate) may have an advisor or advisors with him at the meeting, if he wishes. The decision of the Administrator (or his designate) shall be delivered in writing to the Union within seven (7) working days of the date the grievance was submitted to him.

6.03 If a settlement satisfactory to the employee concerned is not reached under Step 2, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, a grievance may be referred by either party to a Board of Arbitration as provided in Article 7 below at any time within ten (10) days after the decision in Step 2 is given. If no such request for arbitration is received within the time limits specified, then it shall be deemed to have been abandoned.

6.04 The parties may agree in writing to submit the matter to mediation. In the event that the parties have agreed to submit the matter to mediation, then in the event the matter is not resolved at mediation, no person serving as the mediator may serve as the arbitrator and nothing said or done by the mediator may be referred to arbitration. The Union and the Employer will share the cost, if any, of the mediator. It is understood that a reference to mediation is not a reference to mediation-arbitration.

6.05 The time limits set forth under the provisions of this Article may be extended by the agreement of the parties, but otherwise shall be deemed to be mandatory.

6.06 The term "working days" in this collective agreement shall exclude Saturdays and Sundays and paid holidays pursuant to article 23.

ARTICLE 7 - ARBITRATION

7.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined in Article 6, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties to this Agreement.

7.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third (3rd) person to act as chairman, chosen by the other two (2) members of the Board.

7.03 Within ten (10) days of the request by either party for a Board, each party shall notify the other of the name of its appointee.

7.04 Should the two (2) members fail to agree on a third (3rd) person within seven (7) days of the notification mentioned in Section 7.03, the chairman shall be appointed by the Ontario Labour Management Arbitration Commission.

7.05 Notwithstanding the foregoing, the parties may agree, in writing, to proceed by way of a sole arbitrator. The sole arbitrator shall be deemed to be a Board of Arbitration for the purpose of this article and shall have the powers of a Board of Arbitration. Should the parties fail to agree on a sole arbitrator within seven (7) days of the agreement in writing to proceed with a sole arbitrator, the chairman shall be appointed by the Ontario Minister of Labour Management Arbitration Commission.

7.06 The decision of a Board of Arbitration, or a majority thereof in the case of a tripartite Board of Arbitration, constituted in the above manner shall be final and binding on both parties and upon all employees affected. If there is no majority, the Award of the chairman shall govern.

7.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.

7.08 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it, and of its own witnesses, and the parties will jointly bear the expenses, if any, of the chairman.

7.09 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

7.10 Notwithstanding any other provision of this Collective Agreement, the parties may agree to refer the matter to a mediator-arbitrator. Alternatively nothing in this article prevents the parties from agreeing that a Board of Arbitration has the power to mediate.

ARTICLE 8 - MANAGEMENT GRIEVANCES AND UNION POLICY GRIEVANCES

8.01 It is understood that the Employer or the Union, as the case may be, may file with management, steward or a Union representative any complaint with respect to the conduct of the Union, its officers or stewards, or persons represented by it, or the Employer, as the case may be, arising out of the administration of this Agreement or arising out of its relationships with each other, or any complaint that a contractual obligation undertaken by the Union or Employer has been violated, and that if such complaint by the Employer or Union is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and handled at Step 2 of the grievance procedure at a meeting between the Union and the Employer. If a settlement is not arrived at, the matter may be referred to arbitration in the same way as the grievance of an employee. No such grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) days before the filing of the grievance or within five (5) days from when the parties ought reasonably to have been aware of the incident giving rise to the grievance.

ARTICLE 9 - DISCHARGE GRIEVANCE

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 All such grievances shall be filed within five (5) days and replied to within seven (7) days from the date the employee is notified of his discharge. These time limits may be extended only by mutual agreement.

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

ARTICLE 10 - NEGOTIATING COMMITTEE

10.01 The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a new Agreement and such Committee shall consist of:

Three (3) regular employed employees, including a chief steward, when negotiating with management of this Employer.

10.02 It is agreed that full-time General Representatives of Local 1.0n shall act in addition to members of such Negotiating Committee.

10.03 The Nursing Home members of the Committee will be paid by the Employer for time spent during normally scheduled working hours in negotiations of this Agreement or its successor up to but not including arbitration.

ARTICLE 11 - NO STRIKES OR LOCKOUTS

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

ARTICLE 12 - PROBATIONARY EMPLOYEES

12.01 All new full-time employees shall be probationary employees for the first three (3) months of their employment and will have no seniority rights or health and welfare (and fringe benefits) during that period.

The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be at the discretion of the Employer provided in the Employer's opinion it can provide a rational basis for the dismissal.

12.02 All new part-time employees shall be probationary employees until they have worked four hundred and fifty (450) working hours in any twelve (12) month period and will have no seniority rights or health and welfare or fringe benefits during that period. If such probationary employee is laid off prior to completing four hundred and fifty (450) working hours in any twelve (12) month period and returns to employment within one (1) year of the date of lay-off, the employee shall be credited with the hours worked prior to the lay-off.

Note: For clarity purposes the probationary period from January 1, 2003 until date of ratification is 480 hours.

12.03 Upon completion of her probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

ARTICLE 13 - SENIORITY

13.01 A full-time employee is one who regularly works more than twenty-four (24) hours per week.

13.02 A part-time employee is one who regularly works twenty-four (24) hours or less per week.

13.03 Seniority of full-time employees is the length of uninterrupted service he has with the employer and shall be computed from the date of last hire. Seniority shall be attained only after the employee concerned has finished his probationary period.

13.04 The seniority of a part-time employee is the length of uninterrupted service he has with the employer and shall be computed from the date of last hire. Seniority shall be attained only after the employee concerned has finished his probationary period. A part-time employee shall be deemed to have one (1) year of seniority for each one thousand eight hundred (1,800) hours actually worked. In the event that a full time employee displaces a part time employee, one (1) year of full time seniority equals eighteen hundred (1800) hours part time seniority.

13.05 There shall be separate seniority lists for part-time and full-time employees.

13.06 The employer shall supply the Union with a set of the two (2) seniority lists in January and July of each year, showing the employees' names and their seniority.

13.07 Job Security

.01 Lay-Off and Recall

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

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

.02 (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 fulltime or part-time seniority within his or her full-time or part-time status 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 full or part time classification status with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.

(vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her fulltime or part time status, the seniority lists will be merged and the laid off employee may bump into a different fulltime or part time status.

In the event that there are no employees in either fulltime or part-time status 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.

.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of 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. This provision supersedes the job posting provision.

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

.04 Benefits on Lay-Off

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

- .05 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.

- .06 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.

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

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

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

13.08 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 for more than three (3) consecutive days for which she is scheduled to work, or
- (d) is absent from work for more than thirty six (36) months by reason of lay-off, or
- (e) is absent from work for more than thirty six (36) months by reason of absence while on WSIB.

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 or uses the leave for purposes other than granted for, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

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

13.09 Transfer of Seniority and Service

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

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

13.10 RPN will be given credit for their recent and related long term care experience. For each 2 years of full time experience they shall receive 1 level on the grid to the maximum of the grid.

Part time experience shall be 4 years = 1 level on the grid to the maximum.

ARTICLE 14 - BULLETIN BOARD

14.01 The Employer agrees to make available to the Union for the posting of seniority lists and Union notices, a lockable bulletin board in such place so as to inform all employees in the bargaining unit of the activities of the Union. It is agreed that no notice will be posted on the bulletin board without prior approval by the Administrator of the Home.

ARTICLE 15 - JOB POSTING

15.01 In the event new jobs are created or vacancies occur in existing job classifications which the Employer intend to fill, the Employer will post such new jobs or vacancies for a period of eight (8) calendar days and shall stipulate the qualifications, classification, rate and department concerned. An employee who wishes to be considered for the position so posted, shall signify his desire to be considered by submitting an application in writing to the Administrator. This applies to primary and secondary postings only.

15.02 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his successful bid except with the Employer's permission.

15.03 Only the original vacancy which the Employer intends to fill and subsequent vacancy which the Employer intends to fill, shall be posted and all vacancies which the Employer intends to fill as a result of having filled the original vacancy and subsequent vacancy shall be filled at the discretion of the Employer.

15.04 In the event one (1) or more employees apply in writing, the Employer shall consider the

- i) qualifications
- ii) ability, and
- iii) seniority

of the applicants. Where in the opinion of the Employer the factors in (i) and (ii) are relatively equal, the applicant with the greatest seniority shall fill the vacancy. For the purposes of this Article seniority in (iii) shall mean seniority of the employee in the full time or part time unit.

15.05 Any job which is vacant because of illness, accident, vacation, or leave of absence of less than six (6) months shall not be deemed to be vacant for the purpose of this Article.

15.06 A copy of the job posting will be placed in a mail slot designated for the Union Steward at the time the posting is put up. Further the Employer will place the name of the employee who fills the position posted in a mail slot designated for the Union Steward within two (2) working days of the filling of the position.

15.07 If an employee is temporarily assigned to a higher rated job for more than four (4) hours, he shall receive the next highest rate for the new job group above his regular rate for the time so assigned.

15.08 The time limits referred to in this Article shall not include Saturdays and Sundays or paid holidays, but shall include all other calendar days.

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

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

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

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

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood

however, that no employee shall be transferred to a position outside the bargaining unit without her consent.

ARTICLE 16 - LEAVE OF ABSENCE

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

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

16.02 Leave of Absence for Union Business

The Company shall grant leaves of absence to each Union Steward, and may grant leaves of absence to such other employees as may request to attend Union Convention Seminars, Education Classes or other Union business provided it is no more than once a month and that in the aggregate no more than three (3) employees are off at the same or overlapping time. The Employer agrees to review more than one request per month on a individual basis as requested by the Union.

16.03 Education Leave

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive 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 Nursing Home.

Applicants, when applying, must indicate the date of departure and specific date of return.

16.04 Absence on Union Leave

While on unpaid union leave of up to 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, UIC, CPP and WCB) and Pension, but would not include Health and Welfare premiums (if applicable).

16.05 Effect of Absence

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

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

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

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

16.06 Jury Duty

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

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

ARTICLE 17 - BEREAVEMENT LEAVE

17.01 Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) days without loss of pay. Where the term "spouse" is used in this Agreement, it shall mean a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one year, including a person of the same or opposite sex.

17.02 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 employees shall be granted leave up to a maximum of three (3) days without loss of pay.

17.03 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 no later than the day of the funeral.

17.04 An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

17.05 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.

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

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

**ARTICLE 18 - LEAVE OF ABSENCE FOR PREGNANCY
(Effective July 1, 2007)**

18.01 Pregnancy and Parental Leave

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

18.02 Pregnancy Leave

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

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

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

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

Additional leave of absence may be taken under Article 19.11, Parental Leave.

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

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

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

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

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

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

18.03 An employee who does not apply for leave of absence under Article 18.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.04 (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.

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

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

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

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

practice shall reinstate the employee in accordance with the provisions of Article 18.02.

18.07 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.

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

18.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 18.10 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

18.10 Parental Leave (Effective July 1, 2007)

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) 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. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the

Employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 18.10 Parental Leave, the provisions under 18.02, 18.05, 18.06, 18.07, 18.08, 18.09 and 18.10 shall also apply.

ARTICLE 19 - HOURS OF WORK

19.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

19.02 The regular hours of work for full time employees shall be seven and one half (7 1/2) hours per day, not including a one half hour (1/2) unpaid meal break, thirty-seven and one half (37 1/2) hour per week, and seventy-five (75) hours in a two (2) week pay period.

Notwithstanding the foregoing, it is agreed that the hours of work of a full time employee may regularly be less than thirty-seven and one-half (37 and 1/2) hours per week, but more than twenty-four (24) hours per week.

19.03 Time worked at the request of the Employer, for all employees, in excess of seven and one half (7 1/2) hours per day, or seventy-five (75) hours in a two (2) week pay period, shall be counted as overtime, and will be paid for on the basis of time and one half (1 1/2) the employee's regular rate of pay.

19.04 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime (time and one-half) by mutual arrangement.

19.05 A paid fifteen (15) minute rest break shall be given to full time employees in each half of each shift at a time to be determined by the Employer. Part-time employees shall be entitled to a paid, rest period of fifteen (15) minutes for each three and three-quarters (3 and 3/4) hours of work during their shift at a time to be determined by the Employer. Employees shall be ready to commence work promptly at the end of the break.

19.06 Time schedules shall be posted at least two (2) weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the supervisor and the employee(s) concerned, provided in

respect of a shift change requested by employees concerned and approved by the supervisor, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which may accrue or arise consequent upon such an exchange of shifts.

19.07 In the case of departments where employees are required to rotate on the day, evening and/or night shift, the Home will endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and change over of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the change over of shifts.

19.08 The Employer will endeavour to schedule full time employee to have fifty (50%) percent of weekends off per calendar year. Failure to schedule, shall not be a breach of the collective agreement and not be the subject of a grievance.

19.09 Part Time Scheduling

- (a) Part time employees shall be scheduled by seniority provided senior employees possess the necessary qualifications and ability to perform the normal requirements of the job.
- (b) Additional unscheduled part time hours shall be allotted by seniority, provided senior employees possess the necessary qualifications and ability to perform the normal requirements of the job.

19.09 There shall be no pyramiding of overtime.

19.10 Split Shifts

The employer shall not schedule employees for split shifts, other than those currently working split shifts, without the employees expressed permission to do so. Nothing in this article shall prevent the employer from their current scheduling practices it relates to filling these shifts.

19.11 Where a full time employee's hours are reduced at the initiative of the Employer the Employer will not replace the reduced hours with additional part time hours; subject to the lay off and recall provisions of the Collective Agreement.

Note: Employees of Sweetbriar as of February 1, 1999 and employees of Al-Mar who live outside of the City of Barrie and who commence to work at Woods Park immediately following working at Sweetbriar or Al-Mar and who continue to live outside the

City of Barrie will not be required to or be scheduled for shifts of less than six (6) hours duration.

19.12 Effective the first pay six months (6) following ratification or the issue of an arbitral award.

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of fourteen (\$.14) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Effective the first pay eighteen months following ratification or the issue of an arbitral award.

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (\$.28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

Effective the first pay twenty-four (24) months following ratification or the issue of an arbitral award.

New (b) Weekend premium

Any employees who are working on a weekend shall receive a fifteen (\$.15) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

- (c) In no event shall there be any pyramiding of benefits or payments.

19.13 When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of \$5.50 for each shift from the time of the assignment.

ARTICLE 20 - PAY DAY

20.01 A pay day shall be every other Thursday, by direct deposit to the local bank identified in writing by the employee. When a paid holiday interferes with the normal payroll procedures the, "pay day" may be the Friday following the normal Thursday pay day. A Statement of all items on pay slips shall be clearly defined.

ARTICLE 21 - REPORTING PAY

21.01 If an employee reports to work at the regularly scheduled time for his or her shifts, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer, to the contrary, either orally or by notice on the bulletin board or by message left at the employee's residence provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further that this section shall not apply in case of labour dispute or emergency such as fire or power shortage which prevent the operation of the Home, nor shall it apply to employees returning to work without notice of absence.

ARTICLE 22 - PAID HOLIDAYS

22.01 The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:

- | | |
|--------------------------|---------------|
| New Year's Day | Good Friday |
| Third Monday in February | Dominion Day |
| Victoria Day | Labour Day |
| Civic Holiday | Christmas Day |
| Thanksgiving Day | Boxing Day |
| Float Holiday* | |

22.02 In order to qualify for holiday pay, an employee must work:

Her last full-scheduled shift immediately preceding and her full-scheduled shift immediately following the holiday, unless excused from doing so by the employer, and be at work at least twelve (12) days during the four(4) weeks immediately preceding a public holiday. Where an employee who qualifies for holiday pay is required to work on a public holiday.

The employee shall receive pay for each hour worked not less than one and one half (1 1/2) her regular rate, in addition to the regular wages for the Paid Holiday.

22.03 An employee who does not qualify for holiday pay under paragraph 23.02 for a paid holiday must be paid at least time and one half the employee's regular rate for each hour worked on a recognized holiday as set out in Article 23.01.

22.04 *The float holiday, shall be granted on the following basis. The Employer is to be notified two (2) weeks prior to the date selected, and the request is to be made before the schedule is posted. In the event that more than one request is made for a date, and only one person may have the day, approval will be granted on the basis of seniority. Failure to request will result in an assignment. The holiday must not be connected to an existing holiday.

ARTICLE 23 - VACATIONS

23.01 All employees who have been employed by the Employer less than one (1) year prior to June 30th in any year shall receive vacation with pay in an amount equal to four per cent (4%) of their earnings up to the 30th of June in that year.

23.02 A full-time employee who has been employed by the Employer for more than one year by June 30th in any year shall be entitled to two (2) weeks' vacation at a time or times determined by the Employer and shall be paid as vacation pay four per cent (4%) of his earnings for the twelve (12) months preceding June 30th of the current year.

22.03 A full-time employee who has been employed by the Employer for more than four (4) years in any year shall be entitled to three (3) weeks' vacation pay at a time or times determined by the employer and shall be paid as vacation pay six (6) per cent of his earnings from his anniversary date.

23.04 A part-time employee who has been employed by the Employer for more than 7800 hours in any year shall receive vacation with pay in an amount equal to six (6) per cent of his earnings from his anniversary date.

23.05 A full-time employee who has been employed by the Employer for more than eleven (11) years in any year shall be entitled to four (4) weeks' vacation pay at any time or times determined by the Employer and shall be paid as vacation pay eight (8%) percent of his earnings from his anniversary date. (Effective 2006 vacation year amend 11 years to 8 years)

23.06 A part-time employee who has been employed by the Employer for more than twenty one thousand four hundred and fifty (21,450) hours paid from the last date of hire in any year shall receive vacation with pay in the amount equal to eight (8%) percent of his earnings from his anniversary date. (Effective 2006 vacation year amend 21,450 to 14,400)

23.07 A full time employee who has been employed by the Employer for more than fifteen (15) years in any year shall be entitled to five (5) weeks vacation pay at any time or times determined by the Employer and shall be paid as vacation pay ten (10%) percent of his earnings from his anniversary date.

23.08 A part time employee who has been employed by the Employer for more than twenty-nine thousand, two hundred and fifty (29,250) hours paid from the last date of hire in any year shall receive vacation pay in the amount equal to ten (10%) percent of his earnings from his anniversary date.

23.09 A full time employee who has been employed by the Employer for more than twenty-seven (27) years in any year shall be entitled to six (6) weeks vacation pay at any time or times determined by the Employer and shall be paid as vacation pay at twelve (12%) percent of his earnings from his anniversary date. (Effective 2006 vacation year amend 27 years to 23 years)

23.10 A part time employee who has been employed by the Employer for more than fifty-two thousand, six hundred and fifty (52,650) hours from the last date of hire in any year shall receive vacation pay in the amount equal to twelve (12%) percent of his earnings from his anniversary date. (Effective 2006 vacation year amend 52,650 to 41,400)

23.11 Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1 to April 1 of each year. Approved vacation schedule shall be posted by April 15 annually.

23.12 Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following vacation.

23.13 The Employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires his vacation. The final rights to determine vacation time is vested in the Employer to ensure efficient operation of the Home.

23.14 Vacation pay shall be paid to an employee on the payday immediately prior to the commencement of his or her vacation.

23.15 It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to her scheduled vacation.

23.16 Vacation pay shall be paid on the regular pay day in advance of the vacation, provided the Employer receives written request for vacation pay by the payroll cut off time of 11:00 p.m. on the Thursday of any pay week. If no request for vacation pay is received then such vacation pay will be paid on the next regularly scheduled payday.

23.17 When an employee's employment is terminated he or she shall receive any vacation pay owing, less any payment owing to the Employer.

ARTICLE 24 - WAGES

23.01 Schedule "A" attached hereto is hereby made a part of this Agreement.

ARTICLE 25 - SICK LEAVE

25.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereafter set forth.

25.02 Any employee absenting himself on account of personal illness must notify the Employer on the first day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable may result in loss of sick leave benefits for that day of absence. The illness is to be reported to the nurse in charge and an indication given as to how long he will be absent from work. On the day he is ready to return to work, the employee is to notify the Nursing Home. Should the length of illness be different than originally reported, the employee is to keep the Home so advised.

25.03 Effective the first pay period following Ratification or the issue of an arbitral award, as appropriate, full-time seniority employees who have successfully completed three (3) months of continuous employment shall thereafter be allowed sick leave in the amount of one and one quarter (1 1/4) day per month accumulated to a total of forty-five (45) days.

25.04 Absence for injury payable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

25.05 When an employee draws unemployment insurance benefits while off sick, he will not be entitled to draw sick leave pay.

25.06 An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of more than three (3) days' duration and may be required to produce such certificate for any absence for which sick leave is claimed.

25.07 Full-time seniority employees who have sick leave credits, absent on a short-term illness of two (2) days or less duration, shall be paid for the first three (3) such illnesses in any calendar year; for succeeding illnesses of two (2) days' duration or less in any calendar year, employees shall not be paid. If on the succeeding illness employees are off for two (2) days or more, then payment for sick leave shall commence on the third day and shall continue as long as credits are available.

25.08 Sick Leave Certificates

If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, 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.

ARTICLE 26 - HEALTH AND WELFARE AND FRINGE BENEFITS

26.01 The following benefits are:

- (a) A uniform allowance of seven (7) dollars per month for full-time seniority employees and five (5) cents per hour worked for part-time seniority employees to be paid by the Employer. (Effective January 1, 2006 increase to \$8.00 per month)
- (b) A Life Insurance Plan with coverage of \$10,000 per employee is to be implemented for all seniority employees. The Employer is to pay one hundred (100%) per cent of the premium. (Effective July 1, 2005 increase to \$20,000.00)

- (c) The Employer to pay a hundred (100%) per cent of the premium cost of a Blue Cross Extended Health Care Plan or equivalent, \$10.00/\$20.00 deductible no co-insurance for all full-time seniority employees.
- (d) The Employer to pay fifty (50%) per cent of the premium cost of a Vision Plan coverage which will include maximum \$120.00 every (24) twenty-four months. (Effective January 1, 2007 increase to \$140.00)
- (e) Part-time seniority employees shall receive 15 cents per hour in lieu of health and welfare benefits and sick leave.
Effective July 1, 2006 increase to 35 cents per hour
Effective July 1, 2007 increase to 50 cents per hour
- (f) Semi Private (delete effective July 1, 2005)

The Employer will pay seventy-five percent (75%) of the premium cost of Blue Cross Semi Private Hospital coverage.
- (g) Effective July 1, 2005 implement 50% Employer paid premium of a #7 Dental with a one year lag on ODA.

ARTICLE 27 - PENSION PLAN

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

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

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

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

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

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed 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 match such contributions, the amount being 4% (four percent) of applicable wages.

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

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

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

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

.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, CH P5, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

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

of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

(i) To be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List (for purposes of calculations
past service credit)

(ii) To be Provided with each Remittance

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings

(iii) To Be Provided Once, and if Status Changes

Address as provided to the Home
Termination date when applicable

(iv) To Be Provided Once if they are Readily Available

Gender
Marital Status

27.02 The Employer may, at its sole discretion, continue to employ on a month to month basis, any employee after she has attained normal retirement age in her normal position and remuneration provided the employee has the ability to perform the essential duties of he job.

ARTICLE 28 - GENERAL

28.01 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Management.

28.02 Annual Medicals

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

28.03 Human Rights Accommodation

The Union and Employer acknowledge that there is a duty to accommodate certain individuals under the Human Rights Code of Ontario. The parties agree that where such accommodation is required they will form a committee to equal representation to determine the best means to discharge their duties to accommodate.

28.04 A joint health and safety committee will be constituted. Its operations shall be subject to the provisions of the Occupational Health and Safety Act.

The Employer will review with the Labour/Management Committee a colour code or such other system to inform employees if, in the Employer's knowledge, a resident has a communicable disease or infection that could be detrimental to the employees.

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

28.05 Education and Training Fund

The Employer agrees to pay into a special fund two (2) cents per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for employee skills in all respects of union functions. Such monies to be paid on a quarterly basis into a trust fund established by Service Employees' International Union Local 1.0n.

ARTICLE 29 - UNION SECURITY

29.01 Union Security

Arrangements will be made for a Union representative to interview a new employee who is not a member of the union, during the employee's orientation period. If this is not practicable the interview will be scheduled at a time convenient to the employee and the Employer which will not exceed thirty (30) days from the orientation period. Such interview shall be to inform the new employee of the existence of the Union and shall not exceed fifteen (15) minutes in length.

29.02 Authorized representative(s) of the Union will be permitted to enter the premises of the Company at reasonable times for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement, subject to the approval of the Administrator. The representative(s) of the Union shall, on arrival at the premises advise the Administrator or his designate of the visit. Without permission of the Company, Union representatives will not conduct any business in the public areas of the premises nor within the hearing of customers, and will not interfere with an employee in the discharge of his duties.

29.03 New Classifications

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

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new

classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

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

29.04 All employees covered by this Agreement who have completed three (3) calendar months of employment shall as a condition of employment pay Union dues. The Employer shall deduct from the employees pay each month, whatever sum may from time to time be authorized by the Union as regular monthly dues. The Employer shall remit the same to the Treasurer of the Union before the 25th of the month for which the deductions are made. The said sum shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union, and the sums so deducted from non-members of the Union, shall be treated as their contribution towards the expenses of maintaining the Union. The Employer shall, when remitting such dues, name the employees alphabetically from whose pay such deductions have been made and also the names of any employees who have left the employment of the Employer since the last payment.

29.05 The Employer agrees to show on the appropriate income tax statement, for each employee in the bargaining unit, the total amount of Union dues deducted for that employee for the previous calendar year.

ARTICLE 30 - NO CONTRACTING OUT

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

30.02 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.

30.03 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.

30.04 Full-time/Part-time Ratio

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

ARTICLE 31 - PRINTING COLLECTIVE AGREEMENT

31.01 It is agreed that the Employer will pay fifty (50%) percent towards the cost of printing the Collective Agreement.

ARTICLE 32 - LETTERS OF REPRIMAND

32.01 Union counters with central language as follows:

a) Letters of Reprimand

Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, provided that there are no further disciplines of a similar nature, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.

b) Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, provided that there are no further disciplines of a similar nature, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.

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

ARTICLE 33 - LABOUR - MANAGEMENT COMMITTEE

33.01 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 collective agreement the following shall apply:

Two representatives of the Union plus the Union Representative and an equal number of representatives of the Employer, or such other number of representatives of each party as mutually agreed, shall meet quarterly unless otherwise agreed at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one week prior to the date proposed and accompanied by an agenda of matters to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject matter of negotiations for the amendment or renewal of this agreement. Without limiting the generality of the foregoing, suitable subjects for discussion will include orientation and aggressive residents..

An employee who is a representative of the Union who attends such meeting shall be paid for wages lost from regularly Scheduled hours. An SEIU Union representative or And Employer representative may attend

ARTICLE 34 - DURATION, RENEWAL AND TERMINATION

34.01 This Agreement shall remain in full force and effect until the 31st day of December, 2007 and shall continue to be in full force from year to year thereafter unless in any year within the ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or of proposed revisions of this Agreement.

Signed at SPECIALTY CARE WOODSPARK INC. in Barrie on this day of _____, 20 .

SPECIALTY CARE WOODSPARK INC.

SEIU LOCAL 1.0N

GT:ws

Letter of Understanding

Between

Service Employee's Union Local 1.0n

And

SPECIALTY CARE WOODSPARK INC.

RE: Contracting Out

Notwithstanding Article 29, it is agreed that the following supervisory positions are working positions and not subject to the provisions of Article 29:

- The Retirement Home Manager
- Chef
- Assistant Director of Care
- Housekeeping Supervisor

In the event that a working supervisor regularly works more than 7.5 hours per shift shall not directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

The parties further understand that the full time laundry position is covered by the collective agreement, however, it is understood that using contracted staff for replacement when the full time staff is unavailable shall not be a violation of this agreement.

Signed at Specialty Care Woodspark Inc. in Barrie on this day of _____, 20 .

SPECIALTY CARE WOODSPARK INC.

SEIU LOCAL 1.ON

SCHEDULE "A"

		July 1/02	July 1/03	1-Jul- 04	Jan 1/05	1-Jul- 05	Jan 1/06	1-Jul- 06	Jan 1/07	1-Jul- 07	Dec 31/07
RPN	start	16.50	16.75	17.10	17.35	17.85	18.10	18.47	18.72	19.22	19.72
	3 mths	16.62	16.87	17.22	17.47	17.97	18.22	18.59	18.84	19.34	19.84
	1 yr	17.07	17.32	17.67	17.92	18.42	18.67	19.04	19.29	19.79	20.29
	2 yrs	17.50	17.75	18.10	18.35	18.85	19.10	19.47	19.72	20.22	20.72
NA	start	14.33	14.58	14.93	15.18	15.68	15.93	16.30	16.55		
	3 mths	14.43	14.68	15.03	15.28	15.78	16.03	16.40	16.65		
	1 yr	14.68	14.93	15.28	15.53	16.03	16.28	16.65	16.90		
	2 yrs	14.84	15.09	15.44	15.69	16.19	16.44	16.81	17.06		
HCA	start	14.58	14.83	15.18	15.43	15.93	16.18	16.55	16.80		
	3 mths	14.68	14.93	15.28	15.53	16.03	16.28	16.65	16.90		
	1 yr	14.84	15.09	15.44	15.69	16.19	16.44	16.81	17.06		
	2 yrs	15.06	15.31	15.66	15.91	16.41	16.66	17.03	17.28		
Activity aide	start	13.53	13.78	14.13	14.38	14.88	15.13	15.50	15.75		16.25
	3 mths	13.63	13.88	14.23	14.48	14.98	15.23	15.60	15.85		16.35
	1 yr	13.89	14.14	14.49	14.74	15.24	15.49	15.86	16.11		16.61
	2 yrs	14.21	14.46	14.81	15.06	15.56	15.81	16.18	16.43		16.93
Dietary Aide	start	13.79	14.04	14.39	14.64	15.14	15.39	15.76	16.01		
	3 mths	13.89	14.14	14.49	14.74	15.24	15.49	15.86	16.11		
	1 yr	14.01	14.26	14.61	14.86	15.36	15.61	15.98	16.23		
	2 yrs	14.72	14.97	15.32	15.57	16.07	16.32	16.69	16.94		
Hsk Laundry Aide											
cook	start	14.72	14.97	15.32	15.57	16.07	16.32	16.69	16.94		17.44
	3 mths	14.82	15.07	15.42	15.67	16.17	16.42	16.79	17.04		17.54
	1 yr	15.00	15.25	15.60	15.85	16.35	16.60	16.97	17.22		17.72
	2 yrs	15.24	15.49	15.84	16.09	16.59	16.84	17.21	17.46		17.96
Retirement Home											
guest attend retirement	start	11.69	11.94	12.19	12.44	12.69	12.94	13.19	13.44		
	3 mths	11.79	12.04	12.29	12.54	12.79	13.04	13.29	13.54		
	1 yr	12.21	12.46	12.71	12.96	13.21	13.46	13.71	13.96		
	2 yrs	12.64	12.89	13.14	13.39	13.64	13.89	14.14	14.39		

the above rates include and conclude all pay equity

Payment of retroactivity to be paid within three (3) full pay periods following date of ratification.