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Unit No. 23

COLLECTIVE AGREEMENT

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BETWEEN

THE ST. JOSEPH'S LIFECARE CENTRE - BRANTFORD
FULL-TIME AND PART-TIME SERVICE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0N
C.L.C.

EXPIRY: DECEMBER 31, 2007

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COLLECTIVE AGREEMENT made and entered into

BETWEEN:

THE ST. JOSEPH'S LIFECARE CENTRE
(hereinafter called "The Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL UNION,
C.L.C.
(hereinafter called "The Union")

WHEREAS THE UNION is the sole collective bargaining agent of all employees of St. Joseph's Lifecare Centre, Brantford save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dietitians, student dietitians, technical personnel, supervisors, persons above the rank of supervisor, office staff, activity programmer, assistant activity programmer, stationary engineers and their apprentices, ward clerks, persons regularly employed for not more than 24 hours per week, students and persons employed for the vacation period.

Clarity Note: Social Worker, Volunteer Co-ordinator, Pastor, and Alzheimer Day Care Co-ordinator are also excluded from the Bargaining Unit.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

GENERAL PURPOSE

The purpose of this Agreement is to provide for and maintain an orderly Collective Bargaining relationship between the Employer and the employees of the Employer represented by the Union, in order to assist in the promotion of the successful operation of the Employer in the maintenance of high standards of employment as well as the maintenance of responsibility on the part of the Union and Management alike. The Employer agrees not to enter into any agreement or contract with the said employees, individually or collectively, which will conflict with this Agreement. The conditions of this Agreement shall not be construed to deprive any employee of the right he has by law to personally discuss with the Employer any condition of his employment.

ARTICLE 1 - BARGAINING UNIT

- 1.01 This Agreement shall apply to all employees of the Employer and in particular, those employees who are now occupying the job classifications as outlined in Schedule " A of this Agreement.
- 1.02 Full-time employees are defined as those who regularly work more than twenty-four **(24)** hours a week. Part-time employees are those who regularly work twenty-four (24) hours a week or less. If a part-time employee should work more than twenty-four (24) hours per week for a period exceeding seven (7) consecutive weeks, excluding temporary full-time positions, then they shall be deemed to have been included in the full-time bargaining unit and eligible for all benefits. Notwithstanding the above, part-time employees may work additional hours in cases of vacation relief, sick leave.

ARTICLE 2 - SUPERVISORS AND REPRESENTATIVES

- (a) In order to facilitate the operation of this Agreement, the Employer will supply to the Union, a list of employees acting in a supervisory capacity over employees within the aforementioned Bargaining Unit, and will indicate by appropriate job titles, and departments under their supervision.

The Union will supply the Employer with a list of its representatives and stewards. Both parties agree that these lists will be properly revised from time to time whenever changes become necessary.

ARTICLE 3 - RELATIONSHIP

- (a) Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised on any employee because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.
- (b) The Employer shall not contract out any work usually performed by members of this bargaining unit, if as a result of such contracting out, a lay-off 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 is not a breach of this provision.
- (c) Persons whose jobs are not in the bargaining unit (exception residents performing minimal services), shall not work on any jobs which are included in the bargaining unit if the work performed will in itself, reduce the hours or pay of any employee within the bargaining unit. Nothing in the foregoing shall be construed to limit or restrict the continued involvement of volunteers with residents of the Employer.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer agrees to deduct from each employee who is in the Bargaining Unit, as a condition of employment, an amount equal to the regular monthly union dues as certified by the Union during the term of this Agreement from all employees.
- 4.02 Dues deducted shall be remitted to the Secretary-Treasurer of the Local Union on or before the 25th day, if possible, but not later than the last day of the month in which they were deducted. The Employer will include the Union dues deduction on the T-4 slips. The Union agrees to keep the Employer harmless and indemnified from any claims against it by any employee which arise out of any deduction under this article.

In remitting such dues, the Employer shall provide a list of employees from whom deductions were made and the employee's social insurance number. The list shall include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leaves of absence of greater than one (1) month and returns from leaves of absence. 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 agrees to provide the Union with employees' addresses on an annual basis.

- 4.03 It is mutually agreed that upon commencement of employment all new employees will be advised of the existence of the Union and the conditions surrounding their employment. It is also mutually agreed that a Union Representative will be given the opportunity of interviewing each new employee once upon the completion of their probationary period for the purpose of further informing such employee of the existence of the Union in the Employer and 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 to be interviewed and shall designate the time and place for such interview, the duration of which shall not exceed ten minutes. The interview shall take place on the Employer's premises, in a room designated by the Employer and the employees shall report to this room for the interview during the interview period. The Employer may have a Representative present at the interview.
- 4.04 The parties agree that Union Officials will not interview people without first obtaining prior permission from the Administrator or his appointee.

ARTICLE 5 - STRIKES AND LOCKOUTS

In view of the orderly procedure for the final disposition of all grievances and complaints contained in this Agreement, the Union undertakes that during the life of this Agreement there shall not be any strike, slowdown, cessation of work or other collective action on the part of the employees represented by the Union which will stop, curtail, or interfere with work being performed by them. The Union further undertakes that if such action should be taken by the employees,

the Union will instruct said employees to return to work and perform their duties and to resort to the grievance procedure established herein for settlement of any complaint or grievance. The Employer undertakes that during the life of this Agreement there shall not be any lockout of its employees.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Hire, retire, classify, promote, demote, transfer, suspend, discipline or discharge employees, to assign employees to shifts and/or to increase and decrease the working force, provided that a claim of disciplinary promotion, demotion or transfer or a claim that an employee has been discharged, disciplined or otherwise dealt with without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- (b) To maintain order, discipline and efficiency to make, alter and enforce rules and regulations to be observed by the employees which are not expressly contrary to any other article of this Collective Agreement.
- (c) Generally to manage the St. Joseph's Lifecare Centre without restricting the generality of the foregoing, to select, install and require the operation of any equipment it decides it is necessary to use.
- (d) If due to circumstances beyond the control of the Employer, i.e. construction, the Employer is required to assign employees into shifts other than their usual shifts; this will be done on a seniority basis following appropriate notice being given to the Union, and the employees involved.
- (e) The Lead Hand position for the Housekeeping/Laundry departments, if reinstated, will become a non-union position.
- (f) No bargaining unit member will work in any management positions, i.e. temporary vacation relief.

ARTICLE 7 - UNION REPRESENTATION

The Employer and the Union agree that there will be seven (7) stewards (one each from kitchen, laundry, housekeeping and care staff, also one from the afternoon shift, one from the night shift) and one Chief Steward selected who may assist the employees in presenting their grievances to the representatives of the Employer.

The Union agrees to keep the Employer advised as to their names and any changes thereto, such notification to be given by the Union no later than ten (10) working days from the time of the appointment.

The stewards and the Chief Steward shall constitute the Union Grievance Committee and each Steward shall have been continuously employed in his department for at least three months; not more than one steward and the Chief Steward are to meet with the representatives of the Employer at any one time (except as provided for in Article 10(e) of the Grievance Procedure). Employees shall not be eligible to serve as Steward or members of the Negotiating Committee until after they have been placed on the seniority list. The Union acknowledges that Stewards, Members of the Negotiating Committee and Union Officers have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor, such permission will not be unreasonably withheld and when resuming their regular duties will report to their immediate supervisor so that the length of time they are absent from their regular duties will be under reasonable control. The Employer will advise Employees of their entitlement to union representation at any formal counselling or disciplinary meeting. It is recognized that counselling sessions are not disciplinary in nature.

Providing Stewards and Union Officers comply with the reporting requirements of the preceding paragraph, the Employer will compensate such employees at their regular rate of pay for the time spent in handling grievances of employees. This undertaking does not apply to time spent in such matters outside of regular working hours.

In the event that a Steward must be called into the Employer, the Employer will pay time worked, plus one-half (1/2) hour, at the regular rate of pay, for scheduled meetings such as Union/Management, Grievance, Staff Planning.

ARTICLE 8 - NEGOTIATING COMMITTEE

- (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) members, one of these five shall be the Chief Steward, and will recognize and deal with the said Committee, with respect to any matter which properly arises from time to time during the term of this Agreement. A General Representative of the Union may participate in such negotiations if requested to do so by either party. The Committee will co-operate with the Employer in the administration of this Agreement.
- (b) It is clearly understood that the Negotiating Committee is a separate entity from the Union Committee or Steward Board and it will deal only with such matters as **are** properly the subject of negotiations including proposals for the renewal or modification of this Agreement at the proper time.
- (c) An employee member of such Negotiating Committee shall be paid his regular hourly rate for all regular scheduled working hours lost due to attending such negotiations meetings with Management, **up** to and including Conciliation, provided he has obtained permission of his

Department Head to leave his regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.

ARTICLE 9 - COMPLAINT/GRIEVANCE PROCEDURE

- 9.01 (a) (i) Parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible.
- (ii) At any step in the complaint or grievance procedure, an employee may be accompanied and/or represented by his Steward or any other Union Official, if he desires such assistance.
- (iii) The Employer will advise Employees of their entitlement to Union Representation at a formal discipline or counselling meeting. It is recognized counselling is not disciplinary.
- (b) Any matter involved in the application and/or interpretation of this Agreement or any complaint of an employee which is subject to this Agreement shall be handled as herein set forth.
- (c) If an employee has any complaint or question which he wishes to discuss with the Employer, he shall first complain to his immediate supervisor. If he does not receive a satisfactory response or adjustment within two days then he may lodge a grievance and the successive steps of the grievance procedure may be invoked in order.
- (d) It is agreed that no grievance exists until the supervisor has an opportunity to adjust the circumstances surrounding the complaint.
- (e) With all letters concerning disciplinary action issued by the Employer, the employee concerned and the Union Steward shall sign such letters at the time of issuance, if possible.
- (f) Grievances affecting more than one employee, or any grievance brought forward by Management shall be initiated at Step Three.
- (g) Where differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement which may be considered as policy matters, the difference between the parties shall be reduced to writing by either party within five (5) days of the alleged occurrence and dealt with as set out below commencing at Step Three.
- (h) Step One - An employee having a grievance shall first submit a written grievance to his immediate supervisor within five (5) days of its alleged occurrence. The supervisor shall give a written response within two days of receipt of the grievance.

- (i) Step Three - If the decision of the Administrator or designate is not acceptable to the grievor, a meeting will be held with the Administrator, or designate, within five (5) days and this meeting shall include the grievor and his Union Representative(s). The Administrator will issue a decision in writing within five (5) days of the grievance meeting.
- (j) Failing a settlement under Section (i) of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 11. If no written request for arbitration is received by the Employer within five (5) days after the decision of the Administrator is given, it shall be deemed to have been abandoned.
- (k) The time limits provided under the Complaint/Grievance Procedure may be extended by written mutual agreement of the parties.
- (l) Any grievance may be considered withdrawn by the Union and the grievor if not processed within the stated time frames. Any grievance may proceed to the next step of the complaint/grievance procedure should the Employer fail to respond within the stated time frames.
- (m) For the purpose of clarity it is understood that Saturday, Sunday and Statutory Holidays will not be included as work days for the purpose of the grievance procedure.

9.02 Any disciplinary notations will be removed from employee's file after a period of (24) twenty-four months, provided there are no other incidents, during that period,

ARTICLE 10 – ARBITRATION

10.01 Arbitration

- (a) The party requesting arbitration shall, within five (5) days of receipt of the Administrator or designate reply in (j) above, notify the other party of its desire to arbitrate and shall at the same time name one person as its appointee to the Arbitration Board.
- (b) The receipt of the notice shall, within five (5) days of receipt of same, name one person as its appointee to the Arbitration Board. If the recipient fails to name a nominee within five (5) days, the party requesting arbitration shall write to the Ontario Labour Management Arbitration Commission for the appointment of a nominee.
- (c) The two appointees shall within five (5) days of their appointment of the latter, meet or contact each other in an endeavour to agree upon a third person to act as Chairman. If the two appointees fail to agree upon a

Chairman within five (5) days, they shall request the Ontario Labour Relations Board to appoint a Chairman forthwith.

- (d) **All** differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, shall be arbitrable. No other difference shall be arbitrable.
- (e) The proceedings of the Arbitration Board shall be expedited by the Employer and the Union. The decision of the majority of such Board shall be final and binding upon the parties, but the arbitrators shall not be inconsistent with the provisions of this Agreement, nor shall they have the power to add to, subtract from or modify any of the terms of this Agreement.
- (f) No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- (g) Each party shall bear the expense of its own appointee and its witnesses. The expense of the Chairman shall be shared equally by both parties. No costs of any arbitration shall be awarded to or against either party.
- (h) No person may be appointed as an arbitrator who has been involved in any attempt to settle the grievance.
- (i) Any time limits referred to in this Article or in Articles 9 and 10 or any subsection thereof within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturday, Sunday and Paid Holidays (as declared).
- (j) Nothing in this Agreement or in the other subsections of this Article shall prevent the parties to this Agreement from agreeing on a single Arbitrator, to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator then the cost of such arbitration shall be shared equally by the parties.

10.02 Grievance and Arbitration Process

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provision of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the Mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 11 -WITNESSES AND INSPECTION

At any stage of the grievance procedure, including arbitration the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitration Board to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of his grievance.

ARTICLE 12 - MANAGEMENT GRIEVANCES

It is understood that the Employer may bring forward at any meeting held with the Grievance Committee any complaints with respect to the conduct of any employee covered by this Agreement, Union members, its officers, Committee men or Steward; and if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

ARTICLE 13 - DISCHARGE CASES

- (a) A claim by an employee who has completed his probationary period of employment that he or she has been unjustly discharged shall be treated

as a grievance within three (3) days after the employee has received his discharge notice. Such grievance will be taken up at a special meeting with the Union Committee.

- (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 in connection with the above provisions for dealing with all grievances.

ARTICLE 14 - PROBATIONARY EMPLOYEES

Employees shall be probationary employees until they have been continuously employed by the Employer for forty-five (45) worked days, or such extended period as may be mutually agreed upon. If, at the option of the Employer an employee is retained after the aforementioned period, the employee's names shall be placed on the seniority list and his seniority shall be based on the date he last commenced to work for the Employer. Grievances shall not be presented for probationary employees.

ARTICLE 15 - SENIORITY

- (a) Seniority shall be defined as length of continuous service with the Employer and will be acquired when an employee has completed 45 worked days continuous service and shall be determined for only those purposes expressly described herein.
- (b) The Employer agrees to recognize past service for part-time employees should they become full-time employees and vice versa on the following basis:
 - (i) An employee whose status is changed from full-time to part-time shall receive credit for his full service and seniority. An employee whose status is changed from part-time to full-time shall receive credit for service and seniority on the basis of (1) year of seniority for each 1950 hours worked.
- (c) Seniority shall date from the first day of the most recent employment that an employee has actually commenced work for the Employer and will accumulate for all continuous employment with the Employer.
- (d) In all cases of promotion, demotion or transfer (except in cases of disciplinary demotions) and in laying off or recalled employees, seniority shall be the governing factor, provided the senior employee already possesses in the opinion of the Employer and the Union the necessary qualifications and experience to perform the work to be assigned by the Employer, as well or better than the junior employee.

- (e) The Employer agrees to supply to the Union upon the completion of this Agreement a seniority list. The list shall contain the names of all employees within the Bargaining Unit, their respective date of hiring. The said list will be revised and brought up-to-date every six (6) months thereafter, and the Union shall receive a copy of the revised list every six months. Copies of the said seniority list shall also be posted on the employee's bulletin board. After such posting, the list shall become final with respect to the employees designated therein, except to any employee who has disputed the accuracy of his seniority date within one (1) week after the list is posted. If an employee disputes the accuracy of the list within one (1) week, the matter may then be dealt with under the grievance procedure if the list is not properly corrected.
- (f) When transferred to a position not subject to the provisions of this Agreement, an employee shall retain his seniority, and if transferred back to a position subject to this Agreement, seniority accumulating during the time served in the position not subject to this Agreement, shall be added.
- (g) It is recognized that employees replacing employees who have been granted maternity leave under Article 22 will accumulate seniority.
- (h) When changes take place through demotion or staff reductions involving less than three employees, the Chief Steward will be promptly notified. Notice of any staff reductions involving more than three employees will be given beforehand to the Chief Steward.

ARTICLE 16 -JOB SECURITY

16.01(a) Job Security

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

(b) Staff Planning Committee

There shall be established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this Agreement every three (3) months, unless otherwise mutually agreed by the parties.

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

- (i) identifying and proposing possible alternatives to any action that the Employer may propose taking:

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

Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union. The number of representatives is to be determined locally, and shall consist of at least two (2) representatives from each party.

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

The Union acknowledges that members of the Staff Planning Committee have regular duties to perform on behalf of the employer and that such persons will not leave their regular duties without obtaining the permission of their immediate supervisor, such permission will not be unreasonably withheld and when resuming their regular duties will report to their immediate supervisor so that the length of time they are absent from their regular duties will be under reasonable control.

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

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staffing information and with a copy of any re-organization plan which impact on the bargaining unit.

Accountability

The Committee shall submit its written recommendations to the Administrator of the Employer and the Committee of Management. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Employer and Union resulting from the ^{above} review concerning the method of implementation will take precedence over the other provisions of this Agreement.

The parties agree that in the event of a dispute between the parties regarding this Article the matter may be submitted to a Board of Arbitration chaired by one of L. Davie, or G. Charney or such others as mutually agreed. The Chair shall be appointed on a rotating basis giving due consideration to availability.

16.02 Notice of Layoff

(a) Union

Unless situations exist which are beyond the control of the Employer, there shall be at least three (3) month's notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cut-back or cut-back in service which affects or could affect the bargaining unit.

(b) Employees

In the event of a lay-off of a permanent or long-term nature, the Employer will provide affected employees with two (2) weeks notice of each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off. A copy of any notice of lay-off to an employee will be provided to the Union at the same time. Should situations exist which are beyond the control of the Employer, affected employees will be entitled to notice in accordance with the Employment Standards Act. Such notice shall not be required if the lay-off occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown). Termination pay in lieu of notice will be in accordance with the Employment Standards Act.

16.03 Lay-off and Recall

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work. For the purposes of this article, lay-off shall include any reduction in hours affecting the employees regular scheduled hours.

- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off can perform the duties of the lower or identical classification without training other than orientation.

Such employee so displaced shall be laid off. The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated Employer representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

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

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 7% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid-off.

- (c) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he has the ability 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. It is understood that a part-time employee who is laid off will not be recalled into a full-time position.
- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid-off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.

- (9) No new employee 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.

(g) (i) Permanent Lay-off

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 five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer. Where the employee fails to notify the Employer of his intention or to return to work in accordance with the provisions of this paragraph, he shall lose all seniority and be deemed to have quit the employ of the Employer.

(ii) Reduced Hour Lay-off

The provisions outlined in Letter of Understanding re: Reduced Hour Positions shall apply.

- (h) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (i) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (j) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be dis-entitled thereto solely because of the day on which the lay-off commenced.
- (k) A laid-off employee shall retain the rights of recall for a period of thirty-six (36) months from the date of lay-off.

Should a laid-off employee be offered additional hours restoring their pre lay-off status decline such offer, they shall lose any right to further recall opportunities.

- (I) Any agreement reached between the Employer and the Union concerning the method of implementing lay-offs will take precedence over other forms of lay-off in this Agreement.

16.04 Benefits on Lay-off

In the event of lay-off of a full-time employee, the employee will have the option to pay the full cost of premiums for insured benefits for 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 occurs first.

ARTICLE 17 -JOB POSTING

- (a) In order to insure that the employees are given the opportunity of applying for inter-departmental transfers or promotions, the Employer agrees to comply with the following procedure.
- (b) When vacancies occur or new jobs are created within the scope of this Agreement, they shall be handled in the following manner:
- (c) The Employer shall post all vacancies or new jobs on the bulletin boards where all employees may see them and they shall remain posted for five (5) working days. A copy of all job postings will be given to the Chief Steward. The Employer shall notify the Chief Steward within five (5) working days of the selection of the successful applicant. The first secondary vacancy will be posted for three (3) working days. All subsequent vacancies, after the initial secondary, shall be filled at the discretion of the Employer. All things being equal, the Employer shall take into consideration the seniority of the employee prior to filling the vacancy.

Consideration for full-time positions will be given for full-time employees first.

The working days shall mean Monday through Friday. Employees shall have the right to apply for such vacancies or new jobs as they may be filled from applications received on the basis of seniority providing all other factors are equal.

- (d) The successful applicant will be placed in the vacancy for a trial period to be a minimum of ~~one~~ (1) month; not exceeding forty five (45) working days and if the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he ~~is~~ unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be

terminated and such termination shall not be subject to the grievance and arbitration procedure.

- (e) The successful applicant to the job posting must commence the new position within six (6) weeks of being awarded the job posting.

ARTICLE 18 - TEMPORARY FULL-TIME VACANCIES

- (a) Vacancies which are not expected to exceed six (6) weeks will not be posted and may be filled at the discretion of the Employer.
- (b) Vacancies which are expected to exceed six (6) weeks shall be posted as temporary full-time not exceeding six (6) months.
- (c) With every temporary full-time vacancy, one (1) full-time employee will be considered to fill the vacancy.

The Employee selected shall be on the basis of skill, ability, experience and qualifications. Where these factors are relatively equal amongst the applicants, seniority shall govern, providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period.

The selection shall be done on a rotating basis amongst all full time employees applying to the temporary full time vacancies. If no one else applies, a full time employee may be granted another temporary full time vacancy.

The full time position that becomes available by the moving of the successful applicant into the original temporary full time vacancy will then be posted, and available to only part time employees.

- (d) Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time status and upon completion the employee will return to his former position.
- (e) Successful applicants will not be permitted to apply for job postings or any subsequent vacancies for a period of one (1) year. If the position last less than one (1) month, the employee will be permitted to apply for another job posting immediately. If the position lasts less than two (2) months, the employee will be permitted to apply for another job posting after six (6) months.
- (f) In filling temporary vacancies part-time employees (who have completed their probationary period) shall be given preference.

ARTICLE 19 - 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 the 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 he/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.

ARTICLE 20 - LEAVE OF ABSENCE

- (a) Personal Leave

The Employer may grant leave of absence without **pay to any** employee for legitimate reasons. Employees who are absent because of such leave of absence shall not be considered to be laid off and their seniority shall continue to accumulate during such absence. Employees shall not accumulate seniority for any leave of absence in excess of one (1) month but, shall retain their seniority during such absence. An employee shall be responsible for the full cost of benefits for absences greater than 1 calendar month.

(b) Union Leave

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, educational classes or other Union business. In making application for leave of absence for Union business, it is understood that the leave of absence shall be for no longer than a three week period. Where leave of absence for Union business is requested it is understood that the Union will not request leave of absence for more than three (3) employees at one time and that the Union shall be responsible for the payment of wages and benefits during the time of absence at the end of each pay period.

(c) Jury and Witness Duty

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

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

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

(iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee 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 Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at the rate of time and one-half his straight time hourly rate subject to (i), (ii), and (iii) above.

(d) Education Leave

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

(b) A leave of absence, without pay, to take further education related to the employee's work with the Employer may be granted upon written

application by the employee to the Administration of the Employer. It is further understood and agreed that the Employer will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance, accommodate shift changes and allow an employee to work on a part-time basis, if they so desire, and work is available.

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

(d) Requests for Educational Leave must be submitted in writing to the Manager a minimum of one month prior to the start of the leave. The Manager will respond in writing within five working days of receiving the request.

20.02(a) Employees who are on leave of absence will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave of absence, they may forfeit **all** seniority rights and privileges gained in this Agreement and may be dismissed.

ARTICLE 21 - BEREAVEMENT LEAVE

(a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to five (5) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate Family" means parent, current spouse, son, daughter,

An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate Family" means, brother, sister, parent of current spouse, grandparent, grandchild, step parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law and step child, aunt, uncle of the employee, and the grandparent of current spouse.

(b) Bereavement leave without loss of pay will be granted to an employee of one (1) working day in the case of death in the employee's immediate family as outlined in paragraph (a) of this Article, providing that due to a distance in excess of 500 miles the employee is unable to attend or arrange the funeral of the deceased member of the immediate family. This one (1) day mourning period will be allowed upon notification by the

employee that the death has occurred and shall be taken at the time of death.

- (c) When an employee's scheduled vacation is interrupted due to bereavement, the employee is entitled to bereavement leave. Bereavement Leave will not be counted against vacation credits.

The Employer recognizes same-sex relationships.

ARTICLE 22 - MATERNITY LEAVE

A full-time employee who becomes pregnant will be granted up to a seventeen week leave of absence in accordance with the Employment Standards Act after thirteen (13) weeks of full-time employment:

- (a) The employee shall make written request for such leave to the Department Head at least two (2) weeks prior to the proposed starting date of leave and specify the date on which the leave is to begin and the anticipated date of return to work. A note from a legally qualified medical practitioner stating the anticipated date of delivery will accompany this request.
- (b) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's supplemental Unemployment Benefit (SUB) plan, an employee who is on maternity leave as provided for under this agreement who has applied for and is in receipt of employment insurance (E.I.) pregnancy benefits pursuant to section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly U.I. benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Employer of the employee's E.I. cheque stub as proof that she is in receipt of E.I. pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) 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 employee has no vested right to this benefit except as provided herein. 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 article. This benefit is financed by the Employer and a separate accounting is kept on these payments. The Employer will inform the Canada Employment and Immigration Commission, in writing, of any changes to this article within thirty (30) days after the effective date of the change.

- (c) In addition to the seventeen week pregnancy leave, an employee may request up to thirty-five (35) weeks of parental leave if the employee also took pregnancy leave, and thirty-seven (37) weeks of parental leave otherwise (in accordance with the Employment Insurance Act and the Employment Standards Act). Parental leave will be an unpaid leave of absence. An employee shall make written request for such leave at least one month prior to the proposed starting date. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires.
- (d) Such leave of absence may be extended by the Administrator for a period in excess of the time provided in this clause upon receipt of reasonable medical evidence that such is required. Such extended leave will be an unpaid leave of absence.
- (e) The Employer shall continue to pay premiums for pension plan, life insurance, accidental death, extended health and dental plans for employees who are on maternity/parental leave of absence, subject to current carrier's approval. Should the employee choose to maintain coverage in the weekly indemnity and long term disability plans, the employee shall become responsible for the full payment of premiums. The employee shall be responsible for the full payment of any employee benefits during any other period of unpaid leave of absence.
- (f) Seniority continues to accrue during pregnancy and parental leaves.
- (g) The employee may shorten the duration of the leave of absence, requested under this Article, by giving the Employer two week's notice.

ARTICLE 23 - PARENTAL LEAVE

Where a full-time employee, with at least thirteen (13) weeks of full-time employment qualifies to adopt a child, such employee will be entitled to a parental leave for a period of up to thirty-seven (37) weeks.

- (a) Such employee shall advise the Supervisor as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.
- (b) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's supplemental Employment Benefit (**SUB**) plan, an employee who is on parental (adoption) leave as provided for under this agreement who has applied for and is in receipt of employment insurance (E.I.) parental (adoption) benefits pursuant to section 20 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly E.I. benefits and any other earnings. Such

payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Employer of the employee's E.I. cheque stub as proof that she is in receipt of E.I. parental (adoption) benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. The employee has no vested right to this benefit except as provided herein. 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 article. This benefit is financed by the Employer and a separate accounting is kept on these payments. The Employer will inform the Canada Employment and Immigration Commission, in writing, of any changes to this article within thirty (30) days after the effective date of this change.

- (c) In addition to the thirty-five (35) week parental leave if the employee has taken the pregnancy leave, and up to thirty-seven (37) weeks if the employee has not taken pregnancy leave, an employee may request an additional unpaid leave of absence up to a maximum aggregate of six (6) months. An employee shall make written request for such leave at least one month prior to the proposed starting date.
- (d) Where both parents are employees of the Employer, each parent is eligible for the parental leave on their own, or can be combined and taken at the same time, provided that the combined total does not exceed thirty-seven (37) weeks. The 10 week SUB benefit can be taken by either parent or by both parents at the same time provided the combined total does not exceed 10 weeks.
- (e) Seniority rights and benefits for pension plan, life insurance, accidental death, extended health and dental plans continue for employees on parental leave, subject to current carrier's approval. Should the employee choose to maintain coverage in the weekly indemnity and long term disability plans, the employee shall become responsible for the full payment of premiums. The employee shall be responsible for full payment of any employee benefits during any other period of unpaid leave of absence.
- (f) An employee returning from parental leave shall be reinstated in her/his former position held at the time of commencing such leave, or a comparable position if the original position is not available.
- (g) In accordance with the Employment Standards Act, the term "parent" is defined as including adoptive parents as well as persons who have a lasting relationship to a parent of a child and intend to treat the child as their own. The leave must begin within fifty-two (52) weeks after the child is born or comes into the care of a parent for the first time.

ARTICLE 24 - BULLETIN BOARDS

The Employer will provide a separate bulletin board for the use of the Union in posting notices of union activities. All notices must be signed by the appropriate officer of the Local and be submitted to the Administrator or her authorized representative for approval before being signed.

ARTICLE 25 - HOURS OF WORK

- (a) The recognized work day shall consist of seven and one-half (7 ½) hours exclusive of meal periods.
- (b) The work week shall average thirty seven and one-half (37 ½) hours and shall be arranged so as to permit all employees to have every other weekend off and the days off each week shall be as consecutive as possible governed by the efficient operation of the Employer.
- (c) Supervisor approved work performed in excess of seven and one-half (7 ½) hours in a day or seventy-five (75) hours in a pay period will be counted as overtime work and will be paid for at the rate of time and one-half the employee's regular rate. The Employer does not guarantee to provide employment or work for normal hours or for any other hours.
- (d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime work.
- (e) Employees who report for work for any shift which they are scheduled will be guaranteed at least four hours work, this does not apply to part-time employees who make individual arrangements for less than four hours of work per shift, nor shall it apply in case of any labour dispute or condition beyond the control of the Employer.
- (f) An employee who is called in and reports to work on a regular scheduled day off will receive pay for the full shift at the overtime rate of one and a half (1 ½) times the employee's applicable hourly rate, provided that the call-in employee reports to work within one (1) hour of the time so notified to report to work.
- (g) Should an employee who is scheduled for work and reports to work late, and another employee has been called in to work in the place of the late reporting employee, the Employer may send this employee Employer without pay. It is understood that "this employee" is the late-reporting employee.
- (h) Shift schedules covering six weeks period will be posted two weeks in advance of their taking effect. Once schedules are posted they will not be changed except in emergency or by mutual consent provided that as a

result of an exchange of shifts by employees for their own personal convenience the Employer shall not be responsible for the payment of overtime arising out of the change of shift.

- (i) **Step1** The shift will be offered in order of seniority to the part-time employee within the same classification, if shift not able to be filled;

Step2The shift will then be offered in order of seniority to part-time employee within the same band of classifications, if shift not able to be filled;

Step3The shift will then be offered in order of seniority to part-time employee to the next closest wage band, depending on whether the shift is a nursing or support services; if shift not able to be filled;

Step4The shift will then be offered in order of seniority to full-time employee from the original classification at overtime.

NOTE: All bands will be given an opportunity to be provided training and orientation for those employees who indicate on a sign up sheet their desire to be offered shifts outside of their classification beginning with support services classifications.

- (j) Mutual shift changes between two (2) employees must be submitted on a **St. Joseph's Lifecare Centre - Change of Schedule Form** a minimum of three (3) days in advance of the days requested to be changed, to be approved and granted.
- (k) Full-time employees working short shifts (less than seven and one-half (7 ½) hours in length) when asked to work additional hours, will not be subject to any interruption in the shifts, provided the normal finishing time of the first shift worked, and the normal starting time of the second shift are within one (1) hour.

25.02 WEEKEND PREMIUM

Effective March 31, 2006 - A weekend premium of \$0.15 cents per hour worked will be paid between the start of the shift commencing on or about 2300 hours Friday to the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 26 - LUNCH AND REST PERIOD

All employees will be allowed a maximum period of fifteen (15) minutes rest period during each three and three-quarters (3 ¾) hour half shift without reduction in pay and without increasing the regular working hours. All employees will be allowed a thirty (30) minute unpaid meal period.

ARTICLE 27 - PAID HOLIDAYS

- (a) The following days shall be recognized as Paid Holidays for all employees who have completed their probationary employment period. The majority of the hours on the holiday worked will be considered to be the holiday regardless of the starting time.

New Year's Day	Dominion Day
Valentine's Day	Civic Holiday
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
First Monday in June	Christmas Day

- (b) An employee who is required to work on any of the above-named holidays will receive compensation at the rate of time and one half (1 ½) his regular salary and an alternate day off within a period of forty-five (45) days prior to or following the holiday. Employees will be allowed to accumulate four (4) stat days and to be taken within calendar year, exclusive of peak vacation time, (between June 15th - September 15; and December 15th - January 5th).
- (c) If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof within a period of forty-five (45) days prior to or following the holiday at a mutually arranged time.

Full-time employees who are required to work on any of the statutory holidays will have the option of receiving compensation at the rate of double time and one-half (2 ½) times his/her regular salary for the hours worked on the day of the statutory holiday, and no alternate day off will be taken. Any request to take advantage of this option must be submitted by the employee to the Payroll office a minimum of two (2) weeks prior to the day of the statutory holiday for which the request is being made.

- (d) In order to qualify for payment for the above-named holidays under the provisions in paragraph (b) above, an employee must work his regular scheduled working shift immediately prior to and his regularly scheduled working shift immediately following the holiday or the day granted in lieu thereof. In the event an employee is prevented from working the said shift immediately preceding or succeeding such holiday, by reason of legitimate illness, such employee may qualify for paid holidays with pay. (It being further understood and agreed that no employee shall receive holiday pay by this means for more than one (1) paid holiday during any one (1) illness, except for holidays over Christmas, New Year's in which case no employee shall receive pay for more than two (2) holidays).

- (e) An employee who is called into work on a Paid Holiday will receive time and one-half for any and all hours worked plus the regular Paid Holiday pay.

ARTICLE 28 - VACATION

Effective January 1st, and every January 1st thereafter, all employees will receive full vacation credits for the fiscal year.

For the purpose of calculation vacation entitlement and eligibility, the fiscal year shall be from January 1st of any year to December 31st of the same year.

- (a)
 1. Employees with less than one (1) year's continuous service as of December 31st, shall be entitled to a vacation with pay in accordance with the Employment Standards Act.
 2. Employees on the active payroll with one (1) full year's continuous service as of December 31st, shall be entitled to two (2) weeks vacation with pay.
 3. Employees on the active payroll with three (3) full year's of continuous service as of December 31st, and thereafter, shall be entitled to three (3) weeks vacation with pay.
 4. Employees on the active payroll with five (5) full year's of continuous service as of December 31st, and thereafter, shall be entitled to four (4) weeks vacation with pay.
 5. Employees on the active payroll with fifteen (15) year's of continuous service as of December 31st, and thereafter, shall be entitled to five (5) weeks vacation with pay.
 6. Effective in the 2006 vacation year - Employees on the active payroll with twenty-three (23) year's of continuous service as of December 31st, and thereafter, shall be entitled to six (6) weeks vacation with pay.
 7. An employee who has completed thirty (30) years of continuous service shall be entitled to an additional five (5) days' vacation with pay. It is understood that this is a one (1) time occurrence, to be taken at anytime up to reaching the next level.

An employee who has completed thirty-five (35) years of continuous service shall be entitled to an additional five (5) days' vacation with pay. It is understood that this is a one (1) time occurrence.

For the purposes of calculating vacation credits, employees on the Short Term Disability Plan, or Workplace Safety and Insurance Board, will continue to accumulate vacation credits for absences up to, and including, a seventeen (17)

week period. Employees on Long Term Disability Benefits will not accumulate vacation credits during their absence. Employees may request unpaid vacation to which they are entitled if short of vacation credits. If any employee leaves their employment at the St. Joseph's Lifecare Centre, and has already taken paid vacation without earning adequate vacation credits, the Employer would then have the option to proceed to have the unearned vacation credits refunded to the St. Joseph's Lifecare Centre.

(b) 1. Vacation may be taken at any time between January 1st and December 31st in any vacation year. Vacations are not cumulative and cannot be carried over into the next vacation year. Selection of vacation periods will be in accordance with seniority, and subject to the Employer's requirements as to the sufficient availability of staff. Any unused vacation credits, as of December 31st in any vacation year, will be paid out in accordance with the Employment Standards Act.

2. Vacation preference for vacation during the peak summer months, will be submitted to the Staffing Clerks, in writing, no later than April 1st, and the Employer will endeavour to return approval Change of Schedule Forms no later than May 1st. Vacation requests for the peak summer months will be submitted on the specified form, indicating their first, second and third choices for vacation. Requests for Christmas vacation will be submitted, in writing, to the manager of the department, no later than September 15th, and the Employer will endeavour to return approval Change of Schedule Forms no later than October 15th. Christmas requests will be approved in accordance with the Letter of Understanding for Staffing at Christmas and New Year's.

Requests for vacation during other non-peak-period times of the year must be submitted to the Staffing Clerks, in writing, at least two (2) weeks in advance of the requested vacation period, and will be considered based on the Employer's requirements as to the sufficient availability of staff.

3. Employees may be required to spread the fourth, fifth and sixth weeks vacation separate and apart from the other three weeks. Such fourth, fifth and sixth weeks to be granted at a time which is mutually agreeable.

4. During the time period between December 15th and January 5th, at least two (2) employees per department will be granted vacation entitlement.

5. Vacation entitlement must be taken in the vacation year,

6. Employees may take up to four (4) individual statutory holidays, or vacation days on weekends. Additional days may be granted subject to the availability of replacement staff.

7. Employees may request to have statutory holidays added to vacation time; at times exceeding the three week maximum limit allowed on vacation time.

8. Any employee who is called into work on a vacation day will have the option of receiving compensation at the rate of double time and one-half (2 ½) times his/her regular salary for the hours worked on the vacation day or; time and one-half (1 ½) times his/her regular salary for the hours worked on the vacation day, and an alternate day off. The employee must notify the Employer of their preference at the time of the call-in.

ARTICLE 29 - SICK LEAVE - FULL-TIME EMPLOYEES

29.01

1. Sick Leave Plan

Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill. The Employer will provide a non-accumulative non-gratuity sick leave benefit with a calendar year allotment of seven (7) days per employee. At the end of each calendar year, a maximum of 2 unused days may be added to the next year's entitlement of 7 days per year. The total entitlement per calendar year shall not exceed 9 days. New employees hired after February 1, will receive a prorated allotment of days.

2. The plan would provide an employee with 75% of weekly earnings for up to 17 weeks per period of disability. Benefits would commence on the earlier of the:

- first day of disability due to an accident;
- first day of hospitalization
- fourth working day of disability due to illness.

3. Exclusions re the above Short Term Disability Plan

The Short Term Disability plan would not cover disabilities of claims resulting from:

- any period of disability during a specified period of maternity leave of absence. The maternity leave of absence of which benefits are not payable would be:
- any period of formal maternity leave taken by an employee pursuant to mutual agreement between the employee and the Employer, or

- any period for which any employee is eligible, or would have been eligible upon proper application, to collect Unemployment maternity benefits.
- any period of disability that commenced while any employee was not insured under the plan.
- intentionally self-inflicted injuries.
- war, or service in the armed forces.
- work related accident or sickness that are covered by Workplace Safety and Insurance Board.

4. Approved Leave of Absence During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

During a scheduled vacation period, should an employee become seriously ill or experience an accident, the employee shall notify the Employer, and upon verification, the vacation schedule will be amended to avoid any loss of vacation entitlement.

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.

5. Long Term Disability Benefit

In conjunction with the Short Term Disability benefit, the Employer would implement a 24-hour coverage Long Term Disability benefit for all employees currently on the sick leave plan. 100% of the required premium would be paid by the Employer. A benefit level of 66 2/3% of monthly earnings to a non-medical monthly maximum of \$3,000 would be payable to the earlier of retirement or age 65. Benefits would commence after a waiting period of 17 weeks (when Short Term Disability benefits terminate). Please refer to the attached Co-operators master contract for all contractual provisions applicable to this benefit.

6. Continuation of Other Benefits While Disabled

(a) The Employer shall keep in force and pay 100% of the premium of O.H.I.P., Semi-Private Hospital, Extended Health and Dental care benefits for the first two years of Long Term Disability payments.

(b) The benefits recited in 6(a) shall remain in effect when an employee is a recipient of Short Term benefits pursuant to the plan.

7. seniority and Job Security

(a) Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for Short Term and Long Term Disability benefits subject to the following restrictions:

(i) Vacation entitlement would continue when the employee qualifies and is receiving Short Term Disability benefits only; and

(ii) A position will be held available for an employee for a period of up to two calendar years from the initial date of disability which necessitates continuous absence from employment.

8. In order to qualify for sick leave an employee must notify his immediate Supervisor, or in his absence the Administrative Co-ordinator at least one hour prior to the beginning of the employee's working day.

9. Sick days to be allowed to be taken on a pre-arranged basis for booked physicians appointments.

10. All charges for the completion of physician's notes, when requested by the Employer, will be paid by the Employer.

29.02 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 claim is a matter as between the employee and insurer. The Employer will notify the Union if it intends to change the insurance Carrier.

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 or 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 Nancy Backhouse and Deena Boltman.

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 insured to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall process 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.

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

ARTICLE 30 - HEALTH AND WELFARE - FULL-TIME EMPLOYEES

- (a) The Employer agrees to contribute 100% of the Employer Health Tax.
- (b) The Employer agrees to pay 100% of the Group Life Insurance Plan in the amount of 2 x salary for each employee.
- (c) The Employer agrees to contribute 100% of the billed premium for an Extended Health Plan, subject to a 10/20 deductible, as per the current Carrier or its equivalent.
- (d) Vision Care - 100% Employer paid two hundred dollars (\$200.00) every two (2) years per family member covered (as per the current Carrier or its equivalent).
- (e) The Employer will pay one hundred percent (100%) of the billed premium for the current Carrier Dental Plan or its equivalent. Overall combined maximum (Basic and Major) \$3,000.00 per person per year.
- (9) Physiotherapy services one hundred percent (100%) Employer paid to a maximum of eight hundred dollars (\$800.00) per person per year covered (as per the current Carrier, or its equivalent).
- (g) The Employer will pay one hundred percent (100%) of its billed premium for semi-private hospital coverage per family member covered (as per the current Carrier, or its equivalent).
- (h) **All** new full-time employees shall become members of the Hospitals of Ontario Pension Plan (HOOPP).
- (i) Effective the first full month following ratification, same sex spouse will be eligible to be a dependent for insured benefits.
- (j) **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 (30) months following that of the injury.

For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.
- (k) **Benefits/Early Retirement** – Any employee sixty(60) years or over, who is registered in HOOPP, will have extended health benefits paid by the Employer until the age of sixty-five (65).

ARTICLE 31 - UNIFORMS- FULL-TIME EMPLOYEES

- 31.01 (a) Effective 2007 - All full-time employees shall receive one hundred and thirty-two (\$132.00) a year for a uniform allowance payable January 1st.
- (b) Uniforms and working apparel must be worn at all required times and employees are expected to report to their working places at their starting time attired for the performance of their duties.
- (c) The Employer agrees to the establishment of a Uniform Committee which will consist of an equal number of Union members and Management personnel. The purpose of this committee will be to review the Uniform Policy of the Employer, recommend changes, and to ensure consistent application of the policy throughout all departments in the Employer.

31.02 Protective Footwear - Safety Shoes

Reimbursement up to seventy-five dollars (\$75.00) one time for purchase of approved safety shoes or boots upon furnishing proof of purchase, for all permanent full-time employees who are required by the employer to wear safety shoes, as required. This includes winter boots for Handyman as needed.

ARTICLE 32 - LOCKERS

The Employer undertakes to supply to every employee, a personal locker. The locker shall be used for the safekeeping of personal effects and each employee shall be responsible for a padlock either of a key or combination type for said locker. In order to ensure cleanliness, the Employer reserves the right to have an authorized person inspect all lockers periodically but shall only do so in the presence of the employee concerned. It is mutually agreed that all employees shall fully cooperate in assisting with the cleanliness of both the individual lockers and the locker rooms or locker areas. Failure to comply with this clause will result in disciplinary action being taken.

ARTICLE 33 -WAGES

- (a) Attached hereto and forming part of this Agreement is the job classification and individual wage rates known as Schedule "A" Full-time and Schedule "B" Part-time.
- (b) Any payroll errors, if an error of the Employer, are to be paid on the day that the error is discovered

January 1, 2005	3%
January 1, 2006	2%
July 1, 2006-04-27	1% plus \$0.25/hr RPN adjustment
January 1, 2007	2.5%
July 1, 2007	\$0.25/hr RPN adjustment

ARTICLE 34 - LABOUR/MANAGEMENT COMMITTEE

For the term of this Collective Agreement a Union- Management Committee comprising no more than three (3) members representing management and three (3) members representing the Union will be established and will meet at mutually agreeable times throughout the term of this Agreement. Minutes will be kept at each meeting and copies furnished to both parties. It is further agreed that either party may request a meeting by presenting to the other party an agenda at least three (3) days prior to such a meeting being held.

It is agreed that a Union Representative of Local 1.ON may upon request of either party act as a member of the above committee if so requested. Such committee will attempt to satisfactorily resolve matters which properly arise during the term of this Agreement, except grievances. The Union acknowledges that the members of the Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their duties without first obtaining permission from the head of the department or his or her assistant and on completion of such duties shall report back to that official.

ARTICLE 35 - TEMPORARY TRANSFERS - FULL-TIME/PART-TIME EMPLOYEES

When an employee is assigned temporarily to perform the total duties and assume the total responsibilities of a higher paying position in the bargaining unit for a period in excess of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job.

ARTICLE 36 - PERMANENT TRANSFERS

Where an employee transfers under a job posting clause, the employee shall start at the next higher rate than his present rate for the new job and progress according to length of service in the new job.

This clause applies to higher paying classification only.

ARTICLE 37 - PRINTING OF COLLECTIVE AGREEMENT

Cost sharing of printing Collective Agreement not to exceed three hundred dollars (\$300.00).

ARTICLE 38 - DURATION

Unless changed by mutual consent, the terms of this Agreement shall be in effect from January 1, 2005 to December 31, 2007 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other party in writing not less than three (3) months prior to expiration date of its desire to renew, amend or terminate this Agreement.

Negotiations shall begin within fifteen (15) days following the notification for amendments as provided in the preceding paragraph,, or such other time as may be mutually agreed upon.

If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act R.S.O., 1960, have been completed whichever date should first occur.

IN WITNESS WHEREOF each of the parties have caused this Agreement to be signed by their duly authorized officials or representatives as of this _____ day of _____ 200__ .

SIGNED ON BEHALF OF ST. JOSEPH'S
LIFECARE CENTRE, BRANTFORD:

SIGNED ON BEHALF OF SERVICE
EMPLOYEES INTERNATIONAL
UNION, LOCAL 1.0N, C.L.C.

Deanna Braden

Don Bundy

Marian Dugan

Ken Bantler

Angie Leman

Bob Day

Barb Bridgway

R - R per 8/11

SCHEDULE "A" - JOB CLASSIFICATION AND WAGES

Classification	Start	6 months	1 Year	2 Year
RPN				
January 1 2005	20.28	20.36	20.60	\$20.69
January 1 2006	20.69	20.77	21.01	\$21.11
July 1 2006	21.15	21.23	21.47	\$21.57
January 1 2007	21.68	21.76	22.01	\$22.11
July 1 2007	21.93	22.01	22.26	\$22.36
Laundry Helper, Housekeeping & Dietary Helper				
January 1, 2005	16.63	16.75	16.87	\$16.98
January 1 2006	16.96	17.08	17.21	\$17.32
July 1 2006	17.14	17.25	17.38	\$17.49
January 1 2007	17.57	17.68	17.82	\$17.93
Cook				
January 1 2005	17.44	17.51	17.59	17.83
January 1 2006	17.79	17.86	17.94	18.19
July 1 2006	17.96	18.04	18.12	18.37
January 1 2007	18.41	18.49	18.58	18.83
Cook, Lead Hand				
January 1 2005	17.59	17.75	17.82	18.13
January 1 2006	17.94	18.10	18.18	18.49
July 1 2006	18.12	18.28	18.36	18.68
January 1 2007	18.58	18.74	18.82	19.14
HCA / PSW				
January 1 2005	16.97	17.04	17.20	\$17.33
January 1 2006	17.31	17.38	17.55	\$17.68
July 1 2006	17.48	17.55	17.72	\$17.86
January 1 2007	17.92	17.99	18.16	\$18.31
Laundry Washer, Heavy Cleaner, Kitchen Porter, Handyperson, Pot Washer				
January 1 2005	16.97	17.04	17.20	\$17.33
January 1 2006	17.31	17.38	17.55	\$17.68
July 1 2006	17.48	17.55	17.72	\$17.86
January 1 2007	17.92	17.99	18.16	\$18.31

RETROACTIVE PAY

Retroactivity will be paid on a separate cheque for all hours paid to those employees on the active payroll as of December 31, 2004 to those employees who have retired and are receiving a pension after December 31, 2004 and to the Estate of those employees who have died.

It is mutually agreed the Cook relieving and assuming the duties of the Cook Lead Hand on weekends, days off, paid holidays or sick leave, when no supervisory personnel are on duty, will receive an additional ten cents (10 cents) per hour for such hours worked.

Daylight Saving/Standard Time

It is agreed that actual hours worked **will** be paid with hours over seven and one half (7 1/2) in a shift paid **at** overtime rates.

Shift Premium

Employees that rotate through the three (3) shifts shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of scheduled hours *fall* between 1500 hours and 0700 hours.

SCHEDULE "B" - JOB CLASSIFICATION AND WAGES

Classification	Start	975 hrs	1950 hrs	3900 hrs
RPN				
January 1 2005	20.28	20.36	20.60	\$20.69
January 1 2006	20.69	20.77	21.01	\$21.11
July 1 2006	21.15	21.23	21.47	\$21.57
January 1 2007	21.68	21.76	22.01	\$22.11
July 1 2007	21.93	22.01	22.26	\$22.36
Laundry Helper, Housekeeping & Dietary Helper				
January 1, 2005	16.63	16.75	16.87	\$16.98
January 1 2006	16.96	17.08	17.21	\$17.32
July 1 2006	17.14	17.25	17.38	\$17.49
January 1 2007	17.57	17.68	17.82	\$17.93
Cook				
January 1 2005	17.44	17.51	17.59	17.83
January 1 2006	17.79	17.86	17.94	18.19
July 1 2006	17.96	18.04	18.12	18.37
January 1 2007	18.41	18.49	18.58	18.83
Cook, Lead Hand				
January 1 2005	17.59	17.75	17.82	18.13
January 1 2006	17.94	18.10	18.18	18.49
July 1 2006	18.12	18.28	18.36	18.68
January 1 2007	18.58	18.74	18.82	19.14
HCA / PSW				
January 1 2005	16.97	17.04	17.20	\$17.33
January 1 2006	17.31	17.38	17.55	\$17.68
July 1 2006	17.48	17.55	17.72	\$17.86
January 1 2007	17.91	17.99	18.16	\$18.31
Laundry Washer, Heavy Cleaner, Kitchen Porter, Handyperson, Pot Washer				
January 1 2005	16.97	17.04	17.20	\$17.33
January 1 2006	17.31	17.38	17.55	\$17.68
July 1 2006	17.48	17.55	17.72	\$17.86
January 1 2007	17.92	17.99	18.16	\$18.31

RETROACTIVE PAY

Retroactivity will be paid on a separate cheque for all hours paid to those employees on the active payroll as of December 31, 2004 to those employees who have retired and are receiving a pension after December 31, 2004 and to the Estate of those employees who have died.

It is mutually agreed the Cook relieving and assuming the duties of the Cook Lead Hand on weekends, days off, paid holidays or sick leave, when no supervisory personnel are on duty, will receive an additional ten (10) cents per hour for such hours worked.

Daylight Saving/Standard Time

It is agreed that actual hours worked will be paid with hours over seven and one half (7 1/2) in a shift paid at overtime rates.

Shift Premium

Employees that rotate through the three (3) shifts shall be paid a shift premium of forty-five cents (\$0.45) per hour for all hours worked where the majority of scheduled hours fall between 1500 hours and 0700 hours.

PART-TIME ADDENDUM

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.ON THE ST. JOSEPH'S LIFECARE CENTRE

All items and conditions as set forth in the Collective Agreement for the part-time employees dated the June 1, 1986 which expired on May 31, 1988 will be covered in an addendum to become part of the full-time agreement and all conditions of the full-time agreement shall apply to those employees covered under the Agreement for part-time employees as listed in the addendum.

ARTICLE 1 - RECOGNITION AND COVERAGE (Full-time, Article 1)

- 1.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Nursing Staff, Graduate Pharmacists, Graduate Dieticians, Technical Personnel, Supervisors, persons above the rank of Supervisors, Office Staff, Activity Programmers, Assistant Activity Programmer, Ward Clerks, and persons covered by subsisting Collective Agreements.

Clarity Note: Social Worker, Volunteer Co-ordinator, Pastor, and Alzheimer Day Care Co-ordinator are also excluded from the Bargaining Unit.

- 1.02 Students are hired for designated periods only (summer, Christmas), will show availability for entire employment period and will have their employment terminated before the 45 day (337.5 hour) probationary period is completed.

ARTICLE 2 - NEGOTIATING COMMITTEE (Article 8, Full-time)

- 2.01 The Employer acknowledges that the right of the Union to appoint or otherwise select a Negotiating Committee in accordance with Article 8 of the Full-time Collective Agreement.

ARTICLE 3 - SENIORITY (Articles 15 & 16, Full-time)

- 3.01 Employees shall be probationary employees until they have been continuously employed by the Employer for 337 1/2 hours of worked shifts within a period of six (6) months, or such extended period as may be agreed upon. If, at the option of the Employer an employee is retained after the aforementioned period, the employee's name shall be placed on the seniority list recording employment date and hours worked, and his seniority shall be based upon his most recent date of employment. Probationary employees shall have no rights in respect to discharge to the Grievance Procedure as outlined in this Collective Agreement.

- 3.02 Seniority shall be defined as the length of continuous service with the Employer and will be acquired when an employee has completed 337 1/2 hours of worked shifts continuous service and shall be determinative for only those purposes expressly described herein.
- 3.03 The Employer agrees to supply to the Union upon the completion of this Agreement, a seniority list. The list shall contain the names and seniority dates of all employees within the bargaining unit. It is understood by the parties that 1950 hours worked will equal one (1) year of seniority. The said list will be revised and brought up-to-date every six (6) months thereafter and the Union shall receive a copy of the revised list every six (6) months. Copies of the seniority list shall be posted on the employees' bulletin board. After such posting the list shall become official with respect to employees designated therein except to any employee who has disputed his seniority date within two (2) weeks after the list is posted.
- 3.04 Any conflict or grievance having to do with the observation or non-observation of seniority rules as herein set out may be referred by the aggrieved employee to the Grievance Procedure and shall be taken up under the Grievance Procedure.
- 3.05 Employees who are laid off will be retained on the seniority list for a period of thirty-six (36) months. If during this period they are re-called to work they must signify their intention to return to work within two (2) working days after the notice of re-call has been sent out by registered mail and must return to work within a further seven (7) working days or forfeit their seniority. Notice of re-call shall be given in writing sent to the last address recorded with the Administrator by the employee. The Employer will notify those laid off employees when they are dropped from the seniority list.
- 3.06 When transferred to a position not subject to the provisions of this Agreement, an employee shall retain his seniority, and if transferred back to a position subject to this Agreement, seniority accumulating during the time served in the position not subject to this Agreement shall be added.
- 3.07 In all cases of lay off or re-calling employees seniority shall be the governing factor provided the senior employee already possesses, in the opinion of the Employer, the necessary qualifications and experience to perform the work to be assigned by the Employer as well or better than the junior employee. The alleged improper lay off or re-call may be subject to the Grievance Procedure.
- 3.08 Employees off work due to Workplace Safety and Insurance Board related injuries will continue to accumulate seniority based on their normally booked shifts.

ARTICLE 4 - LOSS OF SENIORITY

- 4.01 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, unless he/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.

ARTICLE 5 -JOB POSTING

- 5.01 Should a vacancy occur in a regularly scheduled part-time position, the vacancy will be posted for seven (7) calendar days. Employees may apply and the successful applicant will be awarded the position on the basis of seniority providing all other factors are equal. Consideration for part-time positions will be given to part-time employees first.
- 5.02 Should a full-time vacancy not be filled by applicants from the full-time Agreement, part-time employees will be considered should they wish to apply.

ARTICLE 6 - TEMPORARY PART-TIME VACANCIES

- 6.01 (a) Vacancies which are not expected to exceed six (6) weeks will not be posted and may be filled at the discretion of the Employer.
- (b) Vacancies which are expected to exceed six (6) weeks shall be posted as temporary part-time not exceeding six (6) months.

- (c) With every Temporary Part-time vacancy, one (1) regularly scheduled part-time employee will be considered to fill the vacancy. The employee selected shall be on the basis of skill, ability, experience and qualifications. Where these factors are relatively equal amongst the applicants, seniority shall govern, providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period. The selection shall be done on a rotating basis amongst all regularly scheduled part-time employees applying to the Temporary Part-Time vacancies. If no one else applies, a regularly scheduled part-time employee may be granted another Temporary Part-time vacancy.

The regularly scheduled part-time position that becomes available by the moving of the successful applicant into the original Temporary Part-time vacancy will then be posted, and available to only part-time employees that are not in a regularly scheduled position.

The above to be reviewed at Labour/Management.

- (d) Part-time employees selected to fill a vacancy under this Article will continue to maintain their part-time station, and upon completion, the employee will return to his former position.
- (e) Successful applicants will not be permitted to apply for job postings or any subsequent vacancies for a period of one (1) year. If the position lasts less than one (1) month, the employee will be permitted to apply for another job posting immediately. If the position lasts less than two (2) months, the employee will be permitted to apply for another job posting after six (6) months.
- (f) In filling temporary vacancies, part-time employees (who have completed their probationary period) shall be given preference.

ARTICLE 7 - LEAVE OF ABSENCE

7.01 Jury and Witness Duty

- (a) 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 Employer, the employee shall not lose regular pay because of such attendance provided the employee:
- (i) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance;

- (iii) Deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.
- (b) In addition to the foregoing, where an employee 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 Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Employer is unable to reschedule the employee and, as a result, he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing.

7.02 Bereavement Leave

- (a) An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to five (5) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate Family" means parent, current spouse, son, daughter,

An employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate Family" means, brother, sister, parent of current spouse, grandparent, grandchild, step parent, brother-in-law, sister-in-law, son-in-law, daughter-in-law and step child, aunt, uncle of the employee, and the grandparent of current spouse.

- (b) Bereavement leave without loss of pay will be granted to an employee of one (1) working day in the case of death in the employee's immediate family as outlined in paragraph (a) of this Article, providing that due to a distance in excess of 500 miles the employee is unable to attend or arrange the funeral of the deceased member of the immediate family. This one (1) day mourning period will be allowed upon notification by the employee that the death has occurred and shall be taken at the time of death.
- (c) When an employee's scheduled vacation is interrupted due to bereavement, the employee is entitled to bereavement leave. Bereavement Leave will not be counted against vacation credits.

The Employer recognizes same-sex relationships.

7.03 Maternity Leave

A part-time employee who becomes pregnant will be granted an unpaid leave of absence in accordance with the Employment Standards Act after thirteen (13) weeks of employment. Part-time employees will not be eligible for the Supplementary Employment Benefit (SUB) plan. Seniority will continue to accrue during pregnancy and parental leaves calculated as the average weekly hours of work for the thirteen (13) week period immediately preceding the leave.

7.04 Parental Leave

A part-time employee who adopts a child will be granted an unpaid leave of absence in accordance with the Employment Standards Act after thirteen (13) weeks of employment. Part-time employees will not be eligible for the Supplementary Employment Benefit (SUB) plan. Seniority will continue to accrue during parental leave calculated as the average weekly hours of work for the thirteen (13) week period immediately preceding the leave.

ARTICLE 8 - HOURS OF WORK

8.01 A normal recognized shift shall consist of seven and one-half (7 1/2) hours exclusive of meal periods. It is recognized that shifts less than seven and one-half (7 1/2) hours may be scheduled by the Employer.

Shifts lasting less than five (5) hours will be counted as one-half (1/2) shift for scheduling purposes.

8.02 Shift Schedules: Shift schedules shall be arranged so as to permit all employees to have every other weekend off. Employees requesting weekend work will be permitted to do so without having these shifts counted as part of the equalizing number of worked hours within the pay period. The shifts schedules for those employees who are regularly scheduled to work on certain days and times will be posted two (2) weeks in advance of their taking effect. The shift schedules shall cover a six (6) week period and may be subject to amendment by the Employer in accordance with the Employer's commitments. No amendments ~~will~~ be made without prior notification within a reasonable period of time.

8.03 It is understood by the parties that during the vacation period in any year, in order to maintain a continuity of treatment and care, employees may be scheduled to work shifts that would exceed twenty-four (24) hours per week, with the understanding that the scheduling in the other months of the year will adhere to the twenty-four (24) hours per week limitation.

8.04 Supervisor approved work performed in excess of seven and one-half (7 1/2) hours in a day or seventy-five (75) hours in a pay period will be counted as overtime work and will be paid for at the rate of time and one-half the employee's

regular rate. The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

8.05 WEEKEND PREMIUM

Effective March 31, 2006 - A weekend premium of \$0.15 cents per hour worked will be paid between the start of the shift commencing on or about 2300 hours Friday to the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 9 - PAID HOLIDAYS

9.01 (a) - The following holidays shall be recognized as paid holidays for all employees who have completed their probationary employment period. The majority of hours on the holiday worked will be considered the holiday regardless of the starting time:

New Year's Day	Dominion Day
Valentine's Day	Civic Holiday
St. Patrick's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
First Monday in June	Christmas Day

(b) Any employee who is required to work on any of the above-mentioned holidays will be paid the rate of time and one-half for all hours worked.

9.02 The entitlement to statutory holiday pay on any of the aforementioned recognized paid holidays shall be subject to the qualifying conditions:

1. Must work 12 days within the four (4) weeks preceding the holiday.
2. Must work on his or her regular scheduled day of work preceding the holiday.

The payment for such holidays shall be the average of the employee's daily earnings exclusive of overtime for the days worked in the thirteen (13) weeks period immediately preceding the holiday.

ARTICLE 10 -VACATIONS

(a) The decision re: part-time employees taking any or all, of their vacation entitlement will be at the sole discretion of the part-time employees. Employees shall be entitled to vacation pay in accordance with the following schedule, and will be paid bi-weekly based on seniority (hours worked).

1. Employees with less than 1950 hours of recorded seniority as of May 31st shall be entitled to 4% of their earnings during the applicable fiscal year.

2. Employees with more than 1950 hours of recorded seniority as of May 31st shall be entitled to 4% of their earning during the applicable fiscal year.
 3. Employees with 5850 hours of recorded seniority as of May 31st shall be entitled to 6% of their earnings during the applicable fiscal year.
 4. Employees with 9750 hours of recorded seniority as of May 31st shall be entitled to 8% of their earnings during the applicable fiscal year.
 5. Employees with 29250 hours of recorded seniority as of May 31st shall be entitled to 10% of their earnings during the applicable fiscal year.
 6. Effective the 2006 vacation year - Employees with 44850 hours of recorded seniority as of May 31st shall be entitled to 12% of their earnings during the applicable fiscal year.
- (b) Availability Calendars – No changes will be allowed to be made to availability calendars submitted for the summer schedules between April 1st and May 1st.

ARTICLE 11 - WAGES.

Attached hereto and forming part of this Agreement is the job classification and individual wage rates known as Schedule "B".

ARTICLE 12 - IN LIEU OF BENEFITS

- (a) All part-time employees shall receive fourteen percent (14%) in lieu of benefits for all straight time hours paid.

- (b) In Lieu of Benefits

Where a part-time employee elects to participate in HOOPP then the percentage in lieu of benefits shall be reduced by an amount equivalent to the Employer's contribution.

- (c) Uniform Allowance

Part-time employees who have worked eight hundred (800) hours in the preceding year, will receive sixty-six dollars (\$66.00) a year for a uniform allowance, payable January 1st each year.

ARTICLE 13 - CALL-INS (Part-time only)

- (a) Part-time employees will be paid from the time of the call providing employees arrive within one (1) hour-of so being called.

- | (b) When employees miss call-in shifts, or scheduled hours-due to an error on the **part** of the Employer, the employee will be offered the next available shift. If a shift is not offered within seven (7) working days, the employee will be offered a shift to work as an extra within the Employer, at the regular rate of pay, on a day and time based on the needs of the Employer.

LETTER OF UNDERSTANDING#1

BETWEEN

ST. JOSEPH'S LIFECARE CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

The parties have agreed to the following with regard to work placement students:

1. The Employer will be able to place "students" in various work locations throughout the Employer
2. Such Students will be in the Employer for time limited periods. These students will not replace any full or part-time employee and will be treated as an extra.
3. The Union is to contact either the Department Head or the Administrator if they have any concerns with the placement of these students.
4. The Employer will advise the Union prior to the start of all placements.

LETTER OF UNDERSTANDING#2
BETWEEN
ST. JOSEPH'S LIFECARE CENTRE
AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

Staffing for Christmas and New Year's

1. All Departments will initiate annual turnabout scheduling for Christmas and New Year's.
2. A list will be posted by September 1st each year informing full-time and part-time what they were scheduled to work in the previous year (Christmas or New Year's). It is expected that staff will work opposite to what they were scheduled to work the previous year.
3. All staff shall submit request for Statutory Holidays and mutual shift changes by September 15th in order to facilitate scheduling. Every effort will be made to accommodate request received after this date.

“Those staff hired since January 1st each year will be assigned to work either Christmas or New Year's.”

Management will endeavour to honour requests submitted by staff wishing to have both Christmas and New Year's off. Such requests will be considered no earlier than one (1) week prior to the commencement of the statutory holiday. Approval will be based on seniority and availability of replacement staff; the selection shall be done on a rotating basis. If no one else applies, the employee may be granted the request in a subsequent year.

4. The Employer will endeavour to return the Change of Schedule forms no later than October 15th.
5. Availability calendars for the period from December 15th until January 5th are to be submitted by September 15th each year. No changes will be allowed to be made to availability calendars submitted for the Christmas and New Year's schedule between September 15th and October 15th. Availability cannot be changed after December 1st.
6. If Christmas or New Year's falls on a Saturday or Sunday, or an employee's regular day off, this does not entitle them to this day. The Christmas and New Year's schedule takes precedence over normal scheduling of days off - December 15 to January 5th.

***NOTE: Christmas schedules do not reflect a normal scheduling pattern.

7. At least two (2) full-time employees in a department will be granted vacation from December 15th to January 5th at the discretion of the Assistant Administrator, Department Manager, or designate. The selection shall be done on a rotating basis and based upon availability of replacement staff. If no one else applies, the employee may be granted the vacation time in a subsequent year.

The Staffing Clerks will retain a copy of the Master Schedule from the previous year to indicate what the employees were required to work originally. As well, a permanent list will be kept by each department indicating what each employee was originally required to work (Christmas or New Years).

8. Job-postings will continue to take place according to Article 17 and 18 of the full-time contract, and Articles 5 and 6 of the part-time contract, during the time period from December 15th to January 5th; however, the successful employee will not commence the new position until after January 5th. It is understood by both parties that employees moving from part-time status to full-time status, affected by this agreement, will not be excluded from receiving their Uniform Allowance as determined for full-time employees, payable January 1st.

LETTER OF UNDERSTANDING#3

BETWEEN

ST. JOSEPH'S LIFECARE CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.ON

Re: RPN Classifications

Any staff member, upon becoming qualified as a Registered Practical Nurse, must:

1. Send a letter of intent to obtain a position as a Registered Practical Nurse at the St. Joseph's Lifecare Centre to the Assistant Administrator Resident Services.
2. Provide proof of their Current Certificate of Competence, Current Registration and Medication Certificate to the Assistant Administrator Resident Services.
3. Assistant Administrator Resident Services or designate will meet with the staff member to discuss the job description and duties as required of a Registered Practical Nurse employed by the St. Joseph's Lifecare Centre.
4. Upon successfully obtaining a position as a Registered Practical Nurse, the forty-five **(45)** day trial period described in Article 17, Subsection (d) "Job Posting" shall be followed.

LETTER OF UNDERSTANDING#4

BETWEEN

ST. JOSEPH'S LIFECARE CENTRE

AND

SERVICE **EMPLOYEES** INTERNATIONAL UNION, LOCAL 1.0N

1. The parties agree that employees performing the duties of the Housekeeping Heavy Cleaner position will receive a shift premium if they are required to rotate between day and afternoon shifts.
2. Shift premium in the amount of 45 cents/hour will apply to hours worked after 1500 hours for those working the 1200 to 2000 hour shift. Shift premium will .not apply to the day shift that ends at 1700 hours (5:00 p.m.)

LETTER OF UNDERSTANDING #5

BETWEEN

ST. JOSEPH'S LIFECARE CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1.0N

Rotation of Staff in the Department of Nursing

The Union has no objection to the rotation of the Nursing staff between joint units (supervised by an Administrative Co-ordinator) provided the following conditions are met:

1. The affected staff will be given a minimum of one (1) month's notice prior to the start of any rotation.
2. That communication between the affected staff and the manager will be undertaken prior to the commencement of any rotation; and be continued on an ongoing basis during any rotation.
3. That prior to the commencement of any rotation, a definite "Plan of Action" for the rotation will be in place, and be posted in a location accessible to all staff.
4. Each manager will notify the Union prior to the commencement of any rotation of staff.
5. Maintenance of daily staffing patterns is not included.
6. This Letter of Understanding re: Rotation can be reviewed at a Union/Management meeting at the request of either party.

LETTER OF UNDERSTANDING#6

BETWEEN

ST. JOSEPH'S LIFECARE CENTRE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 110N

Re: Reduced Hour Positions

Without precedence and without prejudice, the parties agree to the following:

1. The parties agree that on those occasions when it is necessary to permanently reduce the hours of a position, any affected employee on reduced hours will be given the first opportunity to move into a vacancy (7 ½ hour position) for which they are qualified and meet the 1% - 5% requirement.
2. Should the employee accept the vacant position, the reduced hour position will be first offered to other eligible employees and then posted.
3. All employees in reduced hour positions will be given the opportunity to indicate in writing their preferred shift(s) and/or position(s). Should an employee turn down an opportunity for a position/shift of choice, they will relinquish any further right to this option. Should an employee elect to change their preferred shift(s) and/or position(s), the employee must submit a written request to the Director of Human Resources.
4. Part-time employees assigned to reduced hour positions will be given the first opportunity to be called into available 6.5 hour or 7.5 shifts and will be replaced by casual staff (who will work the reduced hour position).

All part-time staff in assigned reduced hour positions will indicate in writing their availability for these call-in opportunities.

5. The affected employee shall retain the rights to this opportunity for a period of twenty-four (24) months from the date of reduced hours.
6. This letter does not entitle an employee to move from part-time to full-time status.
7. Employees who apply into a reduced hour position will not be offered this opportunity.