

COLLECTIVE AGREEMENT

BETWEEN:

VALLEYVIEW RESIDENCE

-and-

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

Expires: April 30, 2010

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.
- 1.02 The employees in the bargaining unit recognize the Employer's responsibility to meet the needs of its residents. The employees in the bargaining unit will therefore cooperate with the Employer's attempt to satisfy its residents' needs and will cooperate with the Employer's efforts to improve the efficiency of delivering quality services to its residents. In this regard, staff are committed to respect and promote the rights of residents and act in such a way as to uphold their dignity, well-being, security and safety, in an environment free of abuse, and in which they are treated with respect and courtesy, having their physical, emotional, social and, where appropriate, their spiritual needs met.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes Service Employees International Union, Local 1 Canada as the bargaining agent of all employees of Valleyview Residence, 541 Finch Avenue West, Toronto, Ontario, save and except supervisors, persons above the rank of supervisor, and office and clerical staff and Registered Nurses.

- 2.02 (a) **“Fulltime employee”** is defined as an employee in the bargaining unit who is employed on a regular basis for more than twenty-two and one-half (22-1/2) hours per week.
- (b)(i) **“Part time employees”** employed under this Collective Agreement shall mean employees regularly employed for not more than twenty-two and one-half (22-1/2) hours per week.
- (ii) **“Parttime employees”** used throughout this Agreement has reference to the part time employee in the bargaining unit who has made a written commitment to the Employer to be available for work the year round, on some pre-determined basis as required and determined by the Employer and in respect of whom there is pre-determined scheduling.
- (c) **“Callin part time employees”** is used to refer to an employee in the bargaining unit who has made a written commitment to the Employer to be available for work on call as required. The employee has the right to accept or decline the offer of work each time he is called, except that refusal to accept three (3) consecutive offers of work or a total of twelve (12) offers of work in any 12-month period shall result in such employee's name being removed from the casual register.

Clarity:

This Article (d) is not to be interpreted in a manner that excludes these employees from any entitlements of this Collective Agreement, or any relevant legislation.

- (e) It is agreed that persons employed on a part-time basis, pursuant to this Collective Agreement, and who temporarily work

as full time relief, will not be covered under the terms of the Collective Agreement applicable to full time employees, but shall remain covered by the terms of the Collective Agreement applicable to part time employees.

- 2.03 In the event the Employer is unable to replace internally, it is agreed that persons engaged either directly or through an agent to replace employees absent due to vacation, illness/disability, or any other absence during which the Employer determines an outside replacement to be necessary, will not be covered under the terms of this Collective Agreement.
- 2.04 It is agreed that the word "employee" or "employees", wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.
- 2.05 Where the singular pronoun is used in this Agreement, it shall be deemed to include the plural and vice-versa, where the context so requires.
- 2.06 Where the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine and vice-versa, where the context so requires.
- 2.07 The Employer undertakes that it will not enter into any other agreement or contract, either individually or collectively, with those employees for whom the Union has bargaining rights which will conflict with any of the provisions of this Agreement.

ARTICLE 3 – NO DISCRIMINATION

- 3.01** The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 3.02** It is further agreed that there shall be no solicitation of members, or other Union activity on the premises of the Employer except **as** permitted by this Agreement or specifically authorized by the Employer in writing.
- 3.03** The Employer, the Union, and the employees in the bargaining unit agree to abide by the provisions of the *Human Rights Code*.

ARTICLE 4 – UNION SECURITY

- 4.01** Commencing the first full pay period following ratification of the first Collective Agreement, or an Award of a Board of Arbitration, and monthly thereafter, the Employer shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement, according to the following conditions:
- (a) all employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues;

- (b) new employees shall have deductions made from their first pay subsequent to commencement of employment;
- (c) the amounts so deducted shall be remitted to the head office of the Union no later than the 15th day of the month following the month in which such deductions were made. The names of the employees from whose pay deductions have been made shall be included with such remittance. Such information shall be provided to the Union office by e-mail transmission;
- (d) The Employer further agrees to provide the Union with any changes to an employee's address or telephone number on an annual basis.
- (e) The Employer shall not deduct union dues from the SUB Plan payments and the Employer has no responsibility for union dues while an employee is off on pregnancy and/or parental leave.

4.02 Regular monthly Union dues referred to in this Article shall mean the regular monthly Union dues uniformly assessed **all** members of the bargaining unit in accordance with the Union's Constitution and by-laws as certified to the Employer in writing by the Union.

4.03 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless in respect of all suits, actions or causes of action which may arise in respect of the operation of this Article.

4.04 The Employer agrees to make arrangements for a Union Steward to meet with employees during orientation for a period of fifteen (15) minutes. In the event that no group orientation is held for new hires within thirty (30) days of the commencement of the employment of a new employee(s), arrangements will be made for a Union Steward to meet with the new employee(s) for a period of fifteen (15) minutes. The purpose of such meeting is to inform new employees of the existence of the Union. The Employer shall advise the Chief Steward monthly as to the names of the employees listed for interview/orientation and the time and place on the premises of the Employer designated for such interview/orientation.

4.05 The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

If the Employer agrees to provide the Union with information in an electronic format, the parties will need to discuss the format in which the information will be set out. The parties will endeavour to communicate on this issue so that implementation is not impeded.

The Employer agrees to provide the Union with employee addresses on the first dues deduction and on an annual basis.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively in the Employer and shall remain solely with the Employer and, without restricting

the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed his/her probationary period (Article 10) that she/he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, methods of doing the work, and the working establishment of the service, this includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, the planning combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other

functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;

- (e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (f) it is expressly understood and agreed that a breach of any of the Employer's rules or of any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee, provided that nothing herein shall prevent an employee who has successfully completed the probationary period from going through the grievance procedure to determine whether or not such breach actually took place;
- (g) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents and to successfully operate the Residence as a public institution intended to provide adequate services in a manner consistent with the obligation of the Residence to the general public in the area, and such right will not be interfered with nor abrogated by this Agreement.

ARTICLE 6 – UNION REPRESENTATION

Stewards

- 6.01** (a) The Employer agrees to recognize not more than four **(4)** employees as Union Stewards for the purpose of representing employees. Union Stewards shall be selected by and from

amongst employees in the bargaining unit and, once selected, the Union shall be required to notify the Employer of the name of the Union Steward in writing and the Employer shall not be required to recognize any such Union Stewards until it has been so notified. No more than one employee selected as Union Stewards shall be from the same Department of the Employer. This restriction does not apply to the Chief Steward.

- (b) Four **(4)** alternate Union Stewards may also be selected from amongst employees in the Bargaining Unit to act when one or more of the regular Union Stewards from Article 6.01(a) are absent.

Negotiating Committee

6.02 The Employer agrees to recognize a bargaining committee consisting of up to four **(4)** employees from the bargaining unit, plus the Union representative for the purpose of amending or renewing the present Agreement. Employees selected for the negotiating committee shall not all be from the same department of the Employer and the Union will notify the Employer of the name of such committee members as far in advance of negotiations as possible. This restriction does not apply to the Chief Steward.

Labour Management Committee

6.03 (a) It is agreed that a Labour Management Committee shall be established. Within thirty (30) days following the signing of this Collective Agreement, the parties shall attempt, if possible, to communicate the names of the Committee members to each other and make an ongoing commitment to communicate any changes in such Committee structure to the other party in order to facilitate the ongoing meeting process set out in this provision.

- (b) Four **(4)** employee representatives and up to four **(4)** Employer representatives shall meet at regular intervals, but not more than once per month, or at the initiative of either party. Employees selected for this Committee shall not all be from the same Department of the Employer.
- (c) Matters of general and mutual interest may be discussed however under no circumstances shall matters be discussed that are properly the subject of a grievance or negotiations for the amendment or renewal of this Agreement.
- (d) All discussions on any matter that takes place during these meetings shall be made on a without prejudice basis.
- (e) It is agreed that as soon as practical after the receipt **of** the CMI/RAI MDS 2.0 results have been received by the Employer, the Employer agrees to bring such results to the Labour Management Committee. Such results will be shared with the Committee members and the Employer agrees to discuss the impact (if any) that the CMI may have on bargaining unit members.

6.04 No employee shall act in the capacity of Union Steward, or committee member as referred to in this Article until after he/she has successfully completed his probationary period.

6.05 The Union acknowledges and agrees that Union Stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment.

6.06

For negotiating meetings, grievance meetings at Step No. 2 of the grievance procedure and Labour Management Committee Meetings, the Employer will notify the employee's immediate supervisor of the meeting times at the time the meetings are scheduled. For all other involvement of Union Stewards in any grievance procedure, the Union Stewards shall notify the Supervisor before leaving the workplace, indicate the approximate length of the absence and advise the supervisor upon his return to active duty. In accordance with this understanding, it is agreed that:

- (a) each employee member of the Labour Management Committee shall receive his/her regular straight time pay for all regularly scheduled working hours lost due to attendance at Labour Management Committee meetings with representatives of the employer that are scheduled during the employee's regularly scheduled working hours;
- (b) the Union Steward in attendance during the grievance procedure and the grievor (except in cases of discharge or suspension) shall receive their regular straight time pay for **all** regularly scheduled working hours lost due to attendance at such grievance meetings with representatives of the Employer up to but not including arbitration.
- (c) Each employee member of the negotiating committee shall receive his/her regular straight time pay for all regularly scheduled working hours lost due to attendance at negotiations with the Employer up to but not including conciliation.

6.07 For the purposes of this Article, "Department" shall mean:-

- Nursing
- Environmental Services
- Dietary
- Program/Activation

ARTICLE 7 – NO STRIKES OR LOCK-OUTS

7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the word "strike" and "lock-out" shall be as defined in the Labour Relations Act, R.S.O. 1995 as amended.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she/he has first given his/her immediate supervisor or designate the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor or designate within five (5) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor or designate is unable to adjust a complaint to their mutual satisfaction within five (5) calendar days the employee may proceed with the grievance

procedure within five (5) calendar days following the decision of the immediate supervisor or designate.

8.03

The grievance of an employee properly arising under this Agreement should be adjusted and settled as follows:

Step No. 1

The employee must submit a written grievance, signed and dated by the employee, or his designate in situations where it is impossible for the employee to sign and date the grievance to his immediate supervisor or designate. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The immediate supervisor or designate will deliver his/her decision in writing within three (3) calendar days after receipt of the grievance in writing. Failing Settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under Step No. 1, the employee must submit the written grievance to the Administrator (or his designate). Within five (5) calendar days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting. A decision in writing shall be delivered by the party receiving the grievance within five (5) calendar days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within ten (10) calendar days after the reply at Step No. 2 is given in writing. If no written request for arbitration is received within such ten (10) calendar day period, the grievance shall be deemed to have been abandoned.

8.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No. 2 within five (5) calendar days of the event giving rise to the grievance, or when the alleged violation ought reasonably to have become known. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Failing settlement under Step No. 2 within ten (10) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph shall not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

8.05 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within five (5) calendar days of the event giving rise to the grievance or when the alleged violation ought reasonably to have become known. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

8.06 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed his probationary period must be reduced to writing and originated under Step No. 2 within five (5) calendar days of the employee being notified of his discharge.

Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reason satisfactory to the Employer and such action by the Employer is not subject to the grievance and arbitration procedures and does not constitute a difference between the parties.

8.07 All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the employee or employees involved.

8.08 No Union representative or Steward may solicit grievances from employees during the course of their normal working hours in the facility.

8.09 The employee grievor may have the assistance of a Union Steward or outside representative from SEIU at any step of the grievance procedure, if requested.

ARTICLE 9 - ARBITRATION

9.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's Nominee to the Board of Arbitration. The recipient of the

notice shall, within ten (10) days thereafter designate its Nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chair of the Board of Arbitration. If the Nominees are unable to agree upon a third person as Chair within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair to the Board of Arbitration. By mutual agreement, the parties may proceed on the basis of a sole Arbitrator rather than a tri-partite Board of Arbitration. The above-noted time limit would then apply to the attempt by the parties to agree on the sole Arbitrator prior to requesting an appointment.

9.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

9.03 The Board of Arbitration shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, nor to render any decisions inconsistent with the terms and provisions of this Agreement.

9.04 The proceedings of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chair shall govern.

- 9.05** Each of the parties shall pay its own expenses and the expenses of its own Nominee, and one-half (1/2) of the expenses and fees of the Chair.
- 9.06** All agreements reached under the grievance and arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved. Any grievance involving the interpretation or application, administration or alleged violation of this Agreement, or any Statute, which has been disposed of hereunder shall not be made the subject of another grievance.
- 9.07** The time limits set out in both the grievance and arbitration procedures herein are exclusive of Saturdays, Sundays and paid holidays. Such time limits are mandatory and the failure to comply strictly with such time limits except by the written Agreement of the parties shall result in:
- (a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the Union within the time limit as prescribed;
 - (b) if the grievance has not been processed by the Union in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned, unless the parties have to extend time limits by written agreement.

9.08 At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee (or employees) concerned as a witness. - Arrangements shall be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Residence to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Residence.

ARTICLE 10 – SENIORITY

- 10.01 (a) A newly hired employee must successfully complete a probationary period of 375 (three-hundred and seventy five) hours worked. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance. The seniority of a full time employee who has completed the probationary period shall include the 375 hours.
- (b) For the purposes of both seniority and service, a part time employee who is the successful applicant for a position as a full time employee, shall, upon successful completion of the trial period set out below, have his part time seniority converted on the basis of one year equals 1,800 (one thousand, eight hundred) hours.
- 10.02 Within thirty (30) calendar days from the date of ratification of the first Collective Agreement or an Award of a Board of Arbitration, and in January and June of each year, the Employer shall prepare and post one seniority list of all regular full time employees and one seniority list of all part time employees showing the employee's seniority and classification according to the records of the Employer. A copy of each list shall be sent

to the Union. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within ten (10) calendar days from the current date of posting. For the purposes of the first seniority list, employees will have thirty (30) calendar days to raise any issues before the list is deemed final.

10.03 Loss of Seniority and Employment Rights

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- (a) voluntarily resigns, or is discharged for just cause and not reinstated through the grievance and arbitration procedure;
- (b) has been laid off for twenty-four **(24)** calendar months;
- (c) is absent from scheduled work for three (3) or more consecutive scheduled work days without notifying the Employer, and without providing a satisfactory reason;
- (d) utilizes a leave of absence for a purpose other than that for which it was granted, or, fails to return to work upon the expiration of a leave of absence without providing a satisfactory reason;
- (e) fails upon being notified of a recall to signify his intention to return within three (3) calendar days after he has received a notice of recall and fails to report to work within fourteen (14) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. Notice of recall shall be sent by Registered Mail. It is the employee's responsibility to ensure that his home address and telephone number are current at

all times. Notification of change of address and telephone number must be given to the Administrator (or designate). If the employee fails to do this, the Employer will not be responsible for failure to notify. Calendar days exclude Saturdays, Sundays and Statutory Holidays.

- (f) is absent from work for more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood that the employee will return to work in the near future.

ARTICLE 11 - LAY OFF AND RECALL

- 11.01 (a)** In the event of layoff, the Employer shall first layoff employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the skills, experience, qualifications and ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) bump the least senior employee in the bargaining unit in a lower or identical paying classification for which they have the qualifications, skills and ability (as may be required by law, if applicable), and can perform the duties without training or orientation.
 - (iii) the person bumped under paragraph (ii) shall be laid off without further bumping rights;
 - (iv) employees shall be recalled to the classification from which they were laid off in order of seniority subject to recall rights as set out in Article 10.04(b). Employees

could also be recalled during the recall period to vacancies in another classification if the employee had previously passed the trial period in that classification with the Employer within the last twelve (12) months. The employee will retain recall rights to the original classification of layoff for the remainder of the recall period.

- 11.02** The Employer agrees that it will notify the Union of a pending lay off at the same time that it notifies the employee(s) of the pending layoff.
- 11.03** It is agreed and understood that layoffs and recalls to full time positions shall be separate and apart from layoff and recalls to part time positions.
- 11.04** No new employee will be hired into a classification where employees are on layoff with recall rights under the provisions of the Collective Agreement until such employee has been offered a recall in accordance with Article 11.01.
- 11.05** Benefits on Layoff
In the event of a layoff, provided the employee deposits with the Employer her share of insured benefits for the succeeding month (save for weekly indemnity for which laid off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

- 11.06 In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:
- If her service is greater than nine (9) years – 9 weeks notice.
 - If her service is greater than ten (10) years – 10 weeks notice
 - If her service is greater than eleven (11) years – 11 weeks notice
 - If her service is greater than twelve (12) years – 12 weeks notice.

ARTICLE 12 - JOB POSTING

- 12.01 (a) When a new job is created or permanent vacancies occur in existing job classifications including new positions created for a specific term or task, a notice shall be posted in the workplace for ten (10) calendar days.
- (b) Temporary Vacancies
- (i) Any temporary full time vacancy with an anticipated duration of eight (8) weeks or more shall be posted. Employees working more than forty-five (45) hours bi-weekly shall be given the first opportunity to fill said vacancies. The Employer will outline to the

employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

- (ii) In the event that a part time employee is the successful applicant, the part time employee shall retain *her/his* part time status during the temporary full time period.
- (iii) Any temporary part time vacancy with an anticipated duration of eight (8) weeks or more shall be posted. Employees working less than forty-five (45) hours bi-weekly shall be given the first opportunity to fill said vacancies. The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration **of** such vacancy.
- (iv) In the event that a temporary vacancy is the result of an employee absence, the returning employee shall have the right to return to her former position.
- (v) An employee filling a temporary vacancy of 8 weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

- (vi) At the conclusion of the temporary vacancy, all employees shall return to their previous positions and status.

- 12.02** Such notice shall contain the following information:
proposed start date, classification, rate of pay,
department of initial assignment, and the qualifications
required.
- 12.03** The Employer agrees not to interview any external applicants for a vacancy until all internal applicants have been interviewed, and given first consideration. Full time applicants will be considered for full time vacancies prior to part time applicants being considered. Similarly, part time applicants will be considered for part time positions before full time applicants are considered.
- 12.04** In assessing the applicants, the Employer shall consider the following factors:
- (a) skills, abilities, qualifications and experience;
 - (b) seniority (if applicable) with the Employer.

When, in the judgement of the Employer, having determined that the factors in (a) are relatively equal, the factor in (b), seniority shall govern. It is understood and agreed that the Employer shall be the judge of assessing the applicants as per (a) above.

- (i) the successful applicant shall be placed on trial in the new Position for a period of up to 337.5 (three

hundred and thirty-seven and one-half) working hours. The trial period may be extended by mutual agreement, but in any case, no longer than an additional 112.5 (one hundred and twelve and one-half) working hours. Such trial period shall become permanent after the trial period unless:

- (a) The employee feels that she is not suitable for the position and wishes to return to her former position; or
- (b) The Employer feels that the employee is not suitable for the position and requires that she return to her former position. If an applicant is returned, the Employer will then give further consideration to any other employee who may have applied for the original posting, before re-posting a position.
- (c) Once the trial period has expired, neither the employee nor the Employer can initiate paragraph (a) or (b).
- (d) In the event of (a) or (b), above, the employee shall return to her former position and salary without loss of seniority and any employee in that position so displaced shall return to her former position and salary without loss of seniority.

12.05 In the event that the vacancy referred to above is filled by a member of the bargaining unit, the vacancy (if any) resulting from the transfer of the successful applicant shall be posted. Subsequent vacancies (if any) will be posted for at least three (3) consecutive calendar days. Applications must be submitted in writing no later than 4:30 p.m. on the final day of the posting.

12.06 The name of the successful applicant as a result of the Employer's decision under Article 12.05 shall be posted following notification to the successful candidate.

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

12.08 Full Time/Part Time Ratio

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

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Personal Leave

The Employer may grant a request for a leave of absence without pay for extenuating personal reasons to any employee who has successfully completed the probationary period, provided the Employer receives at

least four (4) weeks notice in writing and that such leave may be arranged without undue inconvenience to the normal operations of the Employer. The four (4) week period will be waived in circumstances where such notice in advance would, in the circumstances be impossible. The application must clearly state the reason for the leave of absence and the duration of such absence. Upon receipt of a request for personal leave the Employer shall respond in writing within seven (7) days. The employee shall only accumulate service or seniority for the first thirty (30) days of such leave, unless further accumulation is required by legislation.

13.02 Pregnancy/Parental Leave

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act.
- (b) In the event the Employer is unable to replace internally, when persons are hired to replace employees who are on approved pregnancy/parental leave, it is understood that the terms of employment will match the length of the pregnancy/parental leave only and that the period of employment of such persons will not exceed the pregnancy leave. The release or discharge of such person at the conclusion of the leave shall not be the subject of a grievance or arbitration and does not constitute a difference between the parties.
- (c) For employees, accumulation of service and seniority credits, if any, shall be governed by the provisions of the Employment Standards Act.
- (d) An employee entitled to pregnancy leave, who has completed ten (10) months of continuous service, and who has applied for and is

in receipt of employment insurance pregnancy/parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75 (seventy-five) percent of her regular weekly earnings (which for part time employees shall include any in lieu payment), and the sum of her weekly rate of employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The full time 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 part time 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 the average weekly hours of the six (6) months prior to the leave. The employee does not have any vested right, except to receive payment for the covered period.

- (e) An employee entitled to parental leave, who has completed ten (10) months of continuous service, and who has applied for and is in receipt of employment insurance pregnancy/parental benefits pursuant to the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75 (seventy-five) percent of her regular weekly earnings (which for part time employees shall include any in lieu payment), and the sum of her weekly rate of

employment insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The full time 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 part time 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 the average weekly hours of the six (6) months' prior to the leave. The employee does not have any vested right, except to receive payment for the covered period.

- (f) During the period of pregnancy leave, the Employer shall continue to pay the Employer's portion of Hospital, Medical, Dental, Group Life, Pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.
- (g) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former

permanent position still exists, the employee will be returned to her former job, and former shift, if designated. All employees who fill vacancies as a result of the above-absences shall likewise be returned to their former permanent positions.

- (h) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated Sick Leave Plan and the Weekly Indemnity Plan cannot be used.

13.03 Parental Leave

- (a) In the case of death in the “immediate family” of an employee covered by this Agreement, the employee will be protected against loss of his regular straight time hourly pay for scheduled work for five (5) consecutive working days ending with the second day following the day of the funeral, for the purpose of making arrangements for and/or attending the funeral. The term “immediate family” means the employee’s spouse, including common-law spouse – defined as someone who is publicly represented as the employee’s spouse and has been continuously living at the same residence as the employee for at least twelve (12) continuous calendar months, child or step child.
- (b) In the case of an employee’s mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, daughter-in-law, the employee will be protected against the loss of his regular straight time hourly pay for scheduled work for three consecutive working days ending with the second day following the day of the funeral, for the purpose of making arrangements for and/or attending the funeral.

- (c) An employee will be protected against loss of his regular straight time hourly pay for scheduled work on the day of the funeral to attend the funeral of the employee's-aunt, uncle, niece or nephew.

13.04 Jury Duty

An employee who is required, and reports for jury duty 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 Valleyview Residence, shall not lose pay at his regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked because of such attendance provided that the employee:

- (a) informs the Employer immediately upon being notified that the employee **will** be required to attend Court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Employer the full amount of compensation received for such jury duty, excluding mileage, travelling and meal allowances and an official receipt thereof; and
- (d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Employer for work during those regular hours of work or assignment that he is not required to attend court.

13.05 - Union Leave

Leave of absence for union business may be granted without pay up to an aggregate maximum for all employees of twenty-five (25) days during each calendar year provided that such leave does interfere with the efficient operations of the Employer and resident care. Such leave shall be subject to the following conditions:

- (a) not more than two employees are to be absent on such leave at any given time, provided they are not from the same department;
- (b) a request must be made in writing and approved by the Employer at least four **(4)** weeks prior to the commencement of the function for which the leave is requested, unless the parties mutually agree otherwise;
- (c) such request shall state the general nature of the function to be attended as well as the dates subject to the request.
- (d) Notwithstanding the above restrictions in (a), and once per calendar year only for the purpose of attending union training for the named Stewards set out in Article 6.01(a), all 4 Stewards may attend the training session for a maximum of two (2) days.
- (e) Employees on Union Leave shall be maintained on normal pay and benefits. The Union and the Employer shall agree on the means of reimbursement to the Employer.
- (f) Upon application by the Union by writing, the Employer shall give reasonable consideration to a request for a leave of absence, without pay, to an employee elected or appointed to a **full** time

union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

13.06 Educational Leave

In the event that an employee is required by the Employer to obtain a specific educational upgrade or to acquire new employment qualifications directly related to the employee's current classification and in order for the employee to maintain their position in that classification, the Employer will provide a leave of absence with pay and without loss of seniority and benefits in order to obtain such upgraded qualifications. In addition, the Employer will pay the cost of the course, and any materials required by the course and directly related to the course.

13.07 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Nursing Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. The full time employee must arrange monthly with the Employer to prepay to the Employer the full premium of such employee benefits for the entire period of the leave to ensure the employee's continued coverage.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of **thirty-six (36)** months if an employee's absence is due to a disability resulting in **WSIB** benefits.
- (d) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay.

ARTICLE 14 - STATUTORY/PAID HOLIDAYS

14.01 The following days shall be recognized as paid holidays:

| | |
|---------------|------------------|
| New Years Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Civic Holiday |
| Labour Day | Family Day |

In addition, employees shall be entitled to one floating day as a paid holiday to be taken at a time to be mutually agreed between the employee and his/her supervisor; such agreement shall not be unreasonably withheld. Failing such agreement, the substitute day will be scheduled by the Employer.

14.02 Holiday pay shall be calculated in accordance with the *Employment Standards Act*, as amended from time to time.

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

- 14.04** There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.
- 14.05** An employee who qualifies for holiday pay under the provisions of this Article, and is required to work on any of the above-named holidays shall be paid time and one-half (1-1/2) the employee's regular straight time hourly rate for all hours worked on the holiday. In addition, the employee will have another working day substituted for the holiday by the Employer within thirty (30) calendar days after the holiday or such other time as may be mutually between the employee and his/her supervisor; such agreement shall not be unreasonably withheld. Failing such agreement, the substitute day will be scheduled by the Employer.
- 14.06** Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor's certificate.
- 14.07** If a paid holiday falls during an employee's vacation, his/her vacation shall be extended accordingly, provided the employee' qualifies for the holiday pay.
- 14.08** If a paid holiday falls during an employee's regular day off, another day off shall be scheduled by the Employer provided the employee qualifies for the holiday pay.

ARTICLE 15 - VACATIONS

15.01 (a) Full Time Employees

| <u>Years of Continuous Service</u> | <u>Weeks of Vacation</u> |
|--|--------------------------|
| <u>As of Employee's Anniversary Date</u> | |
| One year of service | Two weeks vacation |
| Three years of service | Three weeks vacation |
| Eight years of service | Four weeks vacation |
| Fifteen years of service | Five weeks vacation |
| Twenty-three years of service | Six weeks of vacation |

Vacation pay for such employees will be at their current straight time hourly rate.

b) Vacation Entitlement for Part Time Employees Shall Be as Follows:

| <u>Hours Paid As of the Employee's Anniversary Date</u> | <u>Vacation Entitlement</u> |
|---|--|
| 0 to less than 1,800 hours paid | 4 percent of the gross earnings for the vacation year |
| 1,800 to less than 5,400 hours paid | 2 calendar weeks vacation with pay at 4 percent of gross earnings for the vacation year |
| 5,400 to less than 14,400 hours paid | 3 calendar weeks vacation with pay at 6 percent of gross earnings for the vacation year. |
| 14,400 to less than 27,000 hours paid | 4 calendar weeks vacation pay at 8 percent of gross earnings for the vacation year. |

| | |
|---------------------------------------|---|
| 27,000 to less than 41,400 hours paid | 5 calendar weeks vacation pay at 10 percent of gross earnings for the vacation year. |
| 41,400 to less than 50,400 hours paid | 6 calendar weeks vacation with pay at 12 percent of gross earnings for the vacation year. |
| 50,400 hours or more paid | 7 calendar weeks vacation with pay at 14 percent of gross earnings for the vacation year. |

15.02 Vacation shall not be cumulative from year to year.

15.03 Vacation Scheduling

The Employer shall schedule vacations in accordance with the following guidelines:

- (a) employees must submit their vacation requests by not later than March 1 of each year;
- (b) vacation lists shall be finalized and posted by no later than April 1 of each year;
- (c) the time of vacation for each employee each year will be mutually arranged between the employees and the Employer, taking into account adequate coverage and proper care of the operations;
- (d) the Employer shall make the sole determination as to the number of employees that can be absent on vacation at any one time;
- (e) if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request was submitted in accordance with the requirements of this Collective Agreement; this clause shall not operate for

vacation requests falling between the following two periods:
December 15 to 27, and December 28 to January 15.

Vacation requests for each of the two periods shall be placed in order of seniority and determined on the basis of individuals who did not have the same time period off in the previous three (3) years, unless there are fewer requests for the period than the Employer can allow pursuant to paragraph (d).

- (f) in addition, should the parties be unable to mutually agree upon the time by October 1 in any year, the decision will be that of the Employer;
- (g) seniority shall not prevail in a dispute between an employee with a vacation request of one week or more and an employee with a vacation request of less than one week;
- (h) in the event an employee reports ill the day before commencement of a scheduled vacation or the day following the conclusion of the scheduled vacation, the employee must submit a Doctor's note certifying that the employee was legitimately ill on the day in question.

15.04 A full time employee's vacation entitlement (pay plus time off) shall be proportionately reduced for absences due to unpaid illness (including Workers' Compensation), leaves of absence or other unpaid periods which exceeds thirty (30) cumulative days during the twelve (12) months between the anniversary dates during which the employee is qualifying *for* vacation.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

16.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any full time employee

covered by this Agreement. The normal working hours shall be seventy-five (75) hours in a bi-weekly pay period exclusive of a thirty (30) minute unpaid meal period per 7.5 hour work day and inclusive of two (2) fifteen-minute paid breaks per 7.5 hour work day.

16.02 The hours of work shall be as scheduled by the Employer for part time employees and as required by the Employer for call in part time employees, but the Employer does not guarantee any hours of work per day or days of work per week with respect to any part time or call in part time employee. For employees working a shift of more than five (5) hours duration, such employees are entitled to a 1/2 (one-half hour) unpaid meal break. For employees who work a shift of least 3-3/4 hours duration, such employees are entitled to one fifteen (15) minute paid break during the course of that **shift**. For employees who work a shift of seven (7) hours duration, or more, such employees are entitled to ~~two~~ (2) paid breaks, each of 15 (fifteen) minutes duration during the course of that shift.

16.03 Employees on paid breaks are not allowed to leave the workplace. Employees on unpaid lunch breaks may leave the workplace **if** they advise their Manager or Supervisor accordingly. While employees on an unpaid meal break may remain on the premises, the meal break should, to the extent possible, be free of duty and calls. If there is an incidental interruption, then the employee has the right to extend the unpaid meal break by the duration of the interruption. If an emergency situation arises, and the meal break is interrupted for a significant period of time, and cannot be re-scheduled, then the individual will be paid for the one-half hour meal break at overtime rates.

16.04 A work schedule of six (6) weeks duration will be posted at least fourteen (14) days prior to it becoming effective.

Overtime

16.05 It is understood and agreed that overtime must be authorized by the employee's immediate supervisor before overtime may be worked.

16.06 Overtime is paid if an employee is authorized to work more than seventy-five (75) hours in a bi-weekly period, exclusive of the employee's unpaid meal period. Overtime is paid at the rate of 1-1/2 (one and one-half) times the employee's regular straight time hourly rate of pay, for all hours so worked over the 75 hours in a bi-weekly period.

16.07 It is understood and agreed that overtime is based on the employee's regular straight time hourly rate and there shall not be any pyramiding of overtime under this Article.

16.08 No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half (1-1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.

16.09 The Employer will arrange shift schedules such that all employees will receive a minimum of one (1) weekend off in three (3). This scheduling provision does not apply when employees mutually

agree to exchange shifts, or when an employee accepts or requests a shift at her own discretion.

- 16.10 In the event employees of their accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or his designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

ARTICLE 17 – HEALTH & WELFARE

Full Time Employees

- 17.01 The Employer agrees to pay for each of the benefit plans listed below a percentage (as indicated below) of the present monthly billed premium of the various insurance plans set out below with the employee paying the balance through payroll deduction. Eligibility and entitlement under any of the following plans shall commence with the successful completion of three (3) months of active employment and shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the various insurance plans. The Employer is not the insurer and is in no way liable to any employee for payment or non-payment of benefits under such plans or policies. Such dispute does not constitute a "difference" pursuant to the terms of this Collective Agreement.

17.02

(a) Group Life Insurance

The Employer agrees to pay 100 percent of the present monthly billed premium rate of a Group Life Insurance Plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. Effective January 1, 2009 the coverage shall be \$30,000.00.

(b) Extended Health Care Plan

- (i) The Employer agrees to contribute 100 percent of the present monthly billed premium of an extended Health Care Plan for each eligible employee in the active employ of the Company, eligible for coverage, subject to the terms and conditions of such Plan.
- (ii) It is understood and agreed that under the terms of the Drug Portion of such Plan, a drug card will be provided and the Plan will cover a maximum dispensing fee per occurrence of \$7.50 (Seven Dollars and Fifty Cents) with a \$1 (One Dollar) deductible per prescription. The employee will be responsible for any dispensing fee over and above the \$7.50 amount. The Drug Plan will only cover generic drugs. In the event the employee desires to purchase name brand drugs, the employee shall be responsible for the full cost of such purchase. During the first twelve (12) months of participation in the Plan, the maximum benefits is \$150 (One Hundred and Fifty Dollars)
- (iii) The vision benefit amounts of \$120 (One Hundred and Twenty Dollars) every twenty-four (24) months. Effective January 1, 2009, the benefit will be increased to \$140 (One

Hundred and Forty Dollars) every twenty-four (24) months. Effective January 1, 2010, the benefit will be increased to \$160 (One Hundred and Sixty Dollars) every twenty-four (24) months.

- (iv) The hearing aid benefit amounts to \$300 (Three Hundred Dollars) lifetime.
- (v) The paramedical benefit amounts to \$300 (Three Hundred Dollars) per calendar year.
- (vi) The above-noted benefit summary is subject to the actual terms and conditions of the Plan.

(c) Dental Plan

The Employer agrees to contribute fifty percent (50%) of the present monthly billed premium of a Dental Plan for each full time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan. The following O.D.A. Fee Scheduled shall be in effect:

2007 – 2005 O.D.A. Fee Schedule

2008 – 2006 O.D.A. Fee Schedule

2009 – 2007 O.D.A. Fee Schedule

2010 – 2009 O.D.A. Fee Schedule

(d) Retirement Benefit

The Employer will provide access to a retirement benefit based upon the Ontario Long Term Care Association Defined Contribution Pension Plan.

Participation is voluntary in such Plan, and employees will be eligible to join the Plan at any time after the employee has completed one year of service. For employees who elect to join the Plan, the minimum contribution is 1 percent and the maximum contribution is 4 percent. The employee may choose any level between 1 percent and 4 percent, provided it is expressed as a percentage. The Employer will match whatever contribution level the employee chooses in accordance with this Provision. Pension contributions are made on every pay period and remitted to the Plan on a monthly basis. Employees participating in the Plan are subject to the terms and conditions of the Plan provided by the carrier. The percentages noted above, are based upon the employee's gross pay each pay period. Pension contributions are made on every pay period, and remitted to the Plan on a monthly basis.

- (e) For full time employees working less than seventy-five (75) hours bi-weekly, but more than forty-five (45) hours bi-weekly, the premium payments in 17.02(a), (b) and (c) will be pro-rated by dividing the number of hours worked by 1800 hours, and to multiply that result against the premium percentage normally paid by the Employer. The employee would pay the balance of the premium owing, as well as the employee's share of the premium through payroll deduction.

17.03 Change of Carrier

The Employer shall provide to each employee 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. The Employer shall notify the Union if it intends to change the insurance carrier.

17.04 Part Time and Call In Employees

For part time and call in employees, following completion of the probationary period, the Employer agrees to pay 100 percent of the present monthly billed premium rate of a group life insurance plan providing for \$10,000 (Ten Thousand Dollars) life insurance with accidental death and dismemberment protection for each part time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan. Effective January 1, 2009, the amount of insurance coverage will increase to \$15,000 (Fifteen Thousand Dollars).

17.05 Upon completion of ninety (90) calendar days of employment, part time and call in employees shall be entitled to money in lieu of extended health care, including semi private, vision, hearing, drugs, dental, and weekly indemnity coverages, at the rate of \$0.20 (Twenty Cents) per hour.

ARTICLE 18 – SICK LEAVE

- 18.01 Pay for sick leave will be granted to all employees on the following basis:
- (a) Absence for injury compensable under the provisions of the Workplace Safety & Insurance Act shall not be charged against sick leave credits.
- 18.02 (a) (i) Full time employees will have three (3) days credited to their sick bank after successfully completing the probationary period, and will accumulate 7.5 hours for every 162.5 hours paid to a total maximum of 105 hours.
- (ii) During a sick leave, the employee will apply for E.I. Sick Leave Benefits for weeks 3 through 17.

- (iii) In addition, a weekly indemnity plan at $66\frac{2}{3}$ of the employee's regular straight time wages will be in effect for weeks 18 through 35.
- (b) Part time employees who have successfully completed the probationary period will accumulate sick leave credits at the rate of 3.75 hours for every 162.5 hours paid, to a maximum of 22.5 hours. Employees shall not be allowed to use more than 22.5 hours in any year.

18.03 The Employer may request proof of disabling accident or sickness:

- (i) for any absence in excess of two (2) days;
- (ii) for the fourth (4th) and succeeding illness in the sick leave year.

The Employer shall exercise discretion in making such requests.

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

18.04 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the

commencement of this shift unless impossible. **An** employee who will be absent on the day shift due to personal illness must notify the Employer at least one and one-half (1-1/2) hours prior to the commencement to the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

18.05 The Employer will notify the employees of their accumulation of sick leave on request.

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

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

18.07 An employee who is absent due to pregnancy related illness may be eligible for sick leave under the Sick Leave Plan up to ten (10) weeks prior to the expected date of delivery subject to Article 13.02(h).

18.08 Workplace Safety and Insurance Challenge

In the event that the Employer challenges a WSIB claim, an employee who *is* absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from

WSIB if her claim was approved, or the benefit to which she would be entitled under the Sick Leave Plan, Article 18. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Sick Leave Plan, Article 18. Any payment under this provision will continue for a maximum duration equal to that of the Weekly Indemnity Plan.

ARTICLE 19 – MISCELLANEOUS WAGES AND PREMIUMS

- 19.01** (a) Attached hereto and forming part of this Agreement is Schedule “A” relating to job classifications and hourly rates of pay.
- (b) The terms “regular pay” and “straight pay” when used in this Agreement shall mean the amounts indicated in the wage classification contained in Schedule “A” .

19.02 New Classification

When a new classification (which is covered by the terms of this Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such

meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator, as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

19.03 When a full time employee is promoted from one classification to a higher classification (higher pay group) the employee shall be paid at the rate set out in the wage schedule for such classification so

that he/she will not be earning the same or less money than prior to the promotion. Progression on the new pay scale shall be based on the employee's service from the date of entry into the new classification.

19.04 Permanent Transfers

- (a) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 5, the employee will receive the corresponding rate of the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

- (b) If an employee is transferred or reclassified to a higher rated classification, he shall receive the rate immediately above the rate of his prior classification in the salary range of the classification to which he is transferred. Progression on the new pay scale shall be based on the employee's service from the date of entry into the new classification.

19.05 Bulletin Boards

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

19.06 (a) Weekend Premium

Employees will be paid a premium of \$0.15 (Fifteen Cents) per hour worked between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

(b) No Pyramiding

For purposes of clarity, it is understood and agreed in no event shall there be any pyramiding of benefits or payments.

19.07 Minimum Reporting Pay

If an employee reports for work at the regularly scheduled time for his or her shift and no work is available, such employee will be entitled to a minimum of four **(4)** hours pay at the employee's regular rate provided that:

- (a) the employee has not been previously notified by the Employer to the contrary, either orally, or by message left at the employee's residence;
- (b) if requested by the Employer, the employee shall perform a minimum of four **(4)** hours of such available work as the Employer may assign.

This Article (19.07) shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Employer, nor shall it apply to employees returning to work without notice after absence.

19.08 Call Back

When employees are called back to work after leaving the Employer's premises upon completion of their shift, such employees will receive a minimum of four **(4)** hours pay at regular straight time rates, or actual hours worked at time and one-half (1-1/2) their regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of their regular shift.

19.09 Call In

- (a) "Call in" shall mean the calling into work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1-1/2) for all hours worked, in accordance with Article 16, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a ~~two~~**(2)** week pay period who shall qualify for overtime rates on a call-in for hours in excess of seventy-five (75) hours of work in the 2-week pay period.
- (c) Where the call-in is requested within one-half (1/2) hour of the starting time of the shift and the employee commences work within one hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) **All** call-in shifts shall be given in order of seniority on a rotational basis of those employees on the availability list.

19.10 Responsibility Allowance for Work Outside the Bargaining Unit

When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of \$7.50 (Seven Dollars and Fifty Cents) for each shift from the time of the assignment.

19.11 Uniform Allowance

- (a) The Employer agrees to pay a uniform allowance of \$0.07 (Seven Cents) per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums or other premiums.
- (b) The uniform allowance will not be paid on each payment, but it will be accumulated and the total annual accumulation will be paid by the last pay period in November of each year. When the employee leaves the employ of the Employer, she shall receive her accumulated uniform allowance as part of her separation allowance.

19.12 Temporary Transfers

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

19.13 Wage Progression

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

- (b) Hours worked and hours paid for by the Employer during an employee’s probationary period will be included for the purposes of wage progression.

19.14 Retroactivity

The rates set out in Schedule A as being “effective May 1, 2007” shall be deemed to have been in effect as of that date. The retroactive payment applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by registered letter addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days of the finalization of this Agreement.

ARTICLE 20 – PERSONAL FILESLetters of Reprimand

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

20.02 Suspension

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

ARTICLE 21 – HEALTH & SAFETY

21.01 The Employer, the Union, and the employees in the bargaining unit agree to abide by the provisions set out in the Occupational Health & Safety Act, as amended from time to time.

ARTICLE 22 – NO CONTRACTING OUT

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

ARTICLE 23 - DURATION

23.01 This Agreement shall continue in effect until April 30, 2010 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior

to the expiration date, for the desires to amend or terminate this Agreement.

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

DATED AT Toronto this 11th day of February, 2010

VALLEYVIEW RESIDENCE

SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 1.0N

Elzomía Baptista
Patrol
Patrol

St. Olanes
St. Olanes
Souel Coêlvo Foster

SCHEDULE "A" WAGES

| Classification/Effective Date | Start | 1 Year | 2 Years |
|---|----------|----------|----------|
| Aide (Housekeeping, Laundry & Dietary) Janitor | | | |
| Effective May 1, 2007 | \$17.001 | \$17.470 | \$17.935 |
| Effective May 1, 2008 | \$17.511 | \$17.994 | \$18.473 |
| Effective May 1, 2009 | \$17.966 | \$18.462 | \$18.953 |
| Nurse Aide, Activity Aide Uncertified | | | |
| Effective May 1, 2007 | \$17.168 | \$17.636 | \$18.114 |
| Effective May 1, 2008 | \$17.683 | \$18.165 | \$18.657 |
| Effective May 1, 2009 | \$18.143 | \$18.637 | \$19.142 |
| Health Care Aide & Activity Aid Certified. | | | |
| Effective May 1, 2007 | \$17.357 | \$17.801 | \$18.292 |
| Effective May 1, 2008 | \$17.878 | \$18.335 | \$18.841 |
| Effective May 1, 2009 | \$18.343 | \$18.812 | \$19.331 |
| Cook I | | | |
| Effective May 1, 2007 | \$18.614 | \$19.126 | \$19.570 |
| Effective May 1, 2008 | \$19.172 | \$19.700 | \$20.157 |
| Effective May 1, 2009 | \$19.670 | \$20.212 | \$20.681 |
| Cook II | | | |
| Effective May 1, 2007 | \$17.935 | \$18.413 | \$18.903 |
| Effective May 1, 2008 | \$18.473 | \$18.965 | \$19.470 |
| Effective May 1, 2009 | \$18.953 | \$19.458 | \$19.976 |
| Registered Practical Nurse | | | |
| Effective May 1, 2007 | \$21.143 | \$21.621 | \$22.077 |
| Effective May 1, 2008 | \$22.077 | \$22.570 | \$23.039 |
| Effective May 1, 2009 | \$22.951 | \$23.457 | \$23.938 |
| Maintenance | | | |
| Effective May 1, 2007 | \$19.204 | \$19.625 | \$20.070 |
| Effective May 1, 2008 | \$19.780 | \$20.214 | \$20.672 |
| Effective May 1, 2009 | \$20.294 | \$20.740 | \$21.209 |

1. **Probationary Rate**

A probationary rate **will be** in effect for each classification which shall be \$0.20 (Twenty cents) per hour less than **the** start rate.