

UNIT NO. 261

COLLECTIVE AGREEMENT

BETWEEN

**TONY STACEY CENTRE FOR VETERANS CARE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1 CANADA
(HEREINAFTER REFERRED TO AS THE "UNION")**

EXPIRES: OCTOBER 10, 2012

14161 (01)

INDEX

| ARTICLE | PAGE |
|--|------|
| ARTICLE 1 - PURPOSE..... | 1 |
| ARTICLE 2 - SCOPE AND RECOGNITION..... | 1 |
| ARTICLE 3 - MANAGEMENT RIGHTS..... | 1 |
| ARTICLE 4 -- DEFINITIONS..... | 2 |
| ARTICLE 5 - UNION SECURITY..... | 3 |
| ARTICLE 6 - NO STRIKES OR LOCK-OUTS..... | 4 |
| ARTICLE 7 - UNION REPRESENTATION..... | 4 |
| ARTICLE 8 -- GRIEVANCE PROCEDURE..... | 6 |
| 8.03 Policy Grievance..... | 7 |
| 8.04 Group Grievance..... | 7 |
| 8.05 Discharge Grievance..... | 7 |
| ARTICLE 9 -- ARBITRATION PROCEDURE..... | 7 |
| ARTICLE 10 - SENIORITY..... | 8 |
| 10.09 Effect of Absence..... | 9 |
| ARTICLE 11 - LAYOFF AND RECALL..... | 10 |
| 11.03 Layoff Procedure..... | 10 |
| 11.04 Recall Rights..... | 12 |
| 11.05 Benefits on Layoff..... | 13 |
| ARTICLE 12 - JOB VACANCIES..... | 13 |
| 12.13 Temporary Vacancies..... | 15 |
| 12.14 Permanent Transfers..... | 15 |
| ARTICLE 13 - BARGAINING UNIT WORK..... | 16 |
| 13.02 Contracting Out..... | 16 |
| ARTICLE 14 - PRINTING OF COLLECTIVE AGREEMENT..... | 16 |
| ARTICLE 15 - LEAVES OF ABSENCE..... | 16 |
| 15.01 Personal Leave of Absence..... | 16 |
| 15.02 Pregnancy and Parental Leave..... | 17 |
| 15.03 Pregnancy Leave..... | 17 |
| 15.10 Parental Leave..... | 19 |
| 15.11 Union Leave..... | 19 |
| 15.12 Jury and Witness Duty..... | 20 |
| 15.13 Educational Leave..... | 20 |
| 15.14 Bereavement Leave..... | 21 |
| ARTICLE 16 -- HOURS OF WORK..... | 22 |
| 16.02 Work Schedule..... | 22 |
| 16.03 Lunch or Meal Periods..... | 23 |
| 16.04 Relief Periods..... | 23 |
| ARTICLE 17 - PREMIUM PAYMENTS..... | 23 |
| 17.01 Overtime..... | 23 |
| 17.02 Minimum Reporting Allowance..... | 24 |
| 17.04 Return to Work..... | 25 |
| 17.05 Call-In..... | 25 |
| 17.06 Weekend Premium..... | 25 |
| ARTICLE 18 - UNIFORM ALLOWANCE..... | 25 |

ARTICLE 19 - HEALTH & SAFETY26
 19.10 Injured Workers Provisions28
 19.11 Infectious Diseases28
ARTICLE 20 - PAID HOLIDAYS28
 20.06 Paid Holidays (Qualifiers)29
ARTICLE 21 - VACATION30
ARTICLE 22 - HEALTH AND WELFARE BENEFITS31
ARTICLE 23 - INJURY AND DISABILITY31
ARTICLE 24 – NO DISCRIMINATION/ HARASSMENT32
ARTICLE 25 - WAGES AND CLASSIFICATIONS33
ARTICLE 26 – UNION BULLETIN BOARDS34
ARTICLE 27 - PAID EDUCATION FUND34
ARTICLE 28 - TERM34
Schedule " A"36
LETTER OF UNDERSTANDING38
Re: Seniority – Part-Time Seniority Calculation38
Appendix "A"39

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Union 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.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes SEIU Local 11 Canada as the sole bargaining agent of all employees of Tony Stacey Centre For Veterans Care in Scarborough, in the City of Toronto, save and except nurse managers, supervisors, persons above the rank of supervisor, coordinators, therapists, activity persons, social workers, office and clerical staff and students employed during the school vacation period.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 It is recognized and agreed by both parties that the Employer is an organization dependant upon public and private funding. Nothing explicit or implied in this Agreement shall be intended or interpreted as limiting the ability of the Employer to respond to the needs of the community or the requirements of obtaining or continuing to obtain funding from various sources. The Union acknowledges and recognizes that all matters concerning the management of the Employer's operations and the direction of the working force are fixed exclusively with the Employer except as specifically limited by an express provision in the Agreement. Without limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices to be observed by its employees, and to discipline or discharge employees for just cause;

- (b) select, hire, transfer, assign duties, assign to shifts, promote, demote, classify, lay-off, recall or select employees for positions excluded from the bargaining unit;
- (c) determine, in the interest of efficient operation and highest standard of service, the number and qualifications of personnel required, the standard of performance of all employees, the nature, kind and standard of services to be performed and the methods, procedures, locations, facilities and equipment to be used in connection therewith, the contracting out of work, the schedules of operations, the number of shifts, the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, and when overtime shall be worked;
- (d) generally to manage the services in which the Employer is engaged or may become engaged and to take all steps as may be deemed available by the Employer to carry out the Employer's mandate to provide quality services to the community and to obtain funding to provide such services;
- (e) to continue its practice of using volunteers in the delivery of services, but not to the extent that these individuals replace or displace hours of bargaining unit members; and
- (f) have the sole and exclusive jurisdiction over all operations, buildings, and equipment.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – DEFINITIONS

4.01 For purpose of this Agreement and, as where applicable, the following definitions will apply:

- (a) "Full-Time Employee" means an employee who is regularly scheduled to work more forty five (45) hours on a bi- weekly basis.
- (b) "Part-Time Employee" means an employee who is regularly scheduled to work up to forty five (45) hours on a bi-weekly basis.

Clarity note: Scheduled to work does not include unpaid meal periods.

- 4.02 A Part-Time Employee will also commit herself to work additional days upon request by the Employer, for example, during the vacation period, during Christmas and New Year's periods, to replace an employee who fails to report for her scheduled shift, and at least alternate paid holidays if required at any of these times. It is understood that the Employer will recognize the integrity of the part time position and will not make unreasonable requests for additional work by Part-time Employees. However it is also understood that unreasonable or consistent refusal by a Part-Time Employee to work additional days upon request may result in disciplinary measures, including dismissal, being instituted by the Employer.
- 4.03 A call-in part-time employee, who it is understood is covered by this Collective Agreement, is an employee who is called to work occasionally, usually on an on-call basis, but who does not work a regular schedule, or who does so only for a specified period, but not for the purpose of depriving another employee of regular employment.

ARTICLE 5 - UNION SECURITY

- 5.01 All bargaining unit employees of the Employer shall become and remain members of the Union as a condition of employment.
- 5.02 (a) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular monthly Union dues ("Dues") from the first pay of each month, for all employees, and such Dues shall be remitted to the Union prior to the twenty-second (22nd) of the month following the month in which such deduction is made.
- (b) The Employer shall collect membership initiation fees as may be established by the Union and forward such fees to the Union with the regular monthly Dues remittance.
- (c) A remittance statement containing the name, job classification, wage rate and social insurance number of each employee, as provided by the employee to the Employer, and the amount deducted (or the reason a deduction was not made) shall be forwarded by e-mail to the Union a.bozzo@seiulocal1.org as well as a hard copy of the Dues report with the monthly Dues cheque.
- 5.03 The Union shall provide the Employer with ninety (90) days written notice of any increase or decrease in the amount of Dues and/or initiation fees to be deducted from the bargaining unit employees.

- 5.04 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising out of, or in any way connection and remittance of such Dues.
- 5.05 The parties agree that arrangements will be made for a Union Steward to interview each new employee once during the first fifteen (15) days of employment for the purpose of informing such employee of the existence of the Union in the Centre. The Employer shall advise the Chief Steward monthly as to the names of the employees listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed ten (10) minutes per new employee.
- 5.06 The parties agree that there will be no intimidation, discrimination or coercion exercised or practiced by either of them or their representatives or members because of the employee's membership or non-membership in the Union. The terms and obligations contained in this Article shall be interpreted in accordance with the Ontario Labour Relations Act, 1995, as amended.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 In accordance with the Labour Relations Act, 1995, as amended the Union and the Employer agree that so long as this Collective Agreement continues to operate there shall be no strikes and lockouts or any other interference with, or interruption of the normal conditions of the Employer's business by the Union or its members. The definitions of the term "strike" and "lock-out" as used above shall be in accordance with the Labour Relations Act, 1995, as amended.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 Four (4) Union Stewards shall be elected/appointed by the Union, one of the Stewards to elected/appointed, shall act as Chief Union Steward.
- 7.02 The Employer will recognize as Union Stewards and as Chief Union Steward employees who have successfully completed their probationary period under this Agreement. The Union shall notify the Employer in writing of the names of such Union Stewards and Chief Union Steward at the time of their election/appointment and the Employer shall not be required to recognize any Union Stewards or Chief Union Steward until it has been so notified.

- 7.03 It is understood that Union Stewards will have to do the work assigned to them by the Employer, and if it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of their supervisor or manager as the case may be. Such permission shall not be unreasonably withheld. When returning to their regular work, they will report to their supervisor or manager, as the case may be.
- 7.04 Authorized representatives of the Union shall be permitted, if permission is first obtained from the Executive Director or her designate, to enter the premises of the Employer at reasonable times (the Employer will not unreasonably withhold such permission), and provided same does not interfere with the operations of the Employer, for the purpose of conferring with a Union Steward(s) or a bargaining unit employee(s) in attending to matters set out in this Agreement. Union representatives, will provide as much advance notice as possible of a request to enter the premises of the Employer with such notice being given to the Executive Director or her designate.
- 7.05 The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer except by agreement by the Employer.
- 7.06 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Negotiating Committee consisting of two (2) of the Union members. The Employer will recognize as members of the Negotiating Committee employees who have successfully completed their probationary period under this Agreement. The Union shall notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer shall not be required to recognize any Committee member until it has been so notified.
- 7.07 The two (2) members of the Negotiating Committee shall be paid their regular rate for all regularly scheduled working hours lost due to attending negotiation meetings with the Employer, up to and including Conciliation; with the Union reimbursing the Employer for 50% of all costs as related thereto.
- 7.08 An employee on site who is subject to disciplinary action which is to be recorded in the employee's personnel file shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person or by telephone for such meeting. In extraordinary circumstances, when a Union Steward is entirely unavailable, the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.
- 7.09 All grievance and labour management committee meetings will be held during working hours unless otherwise agreed to by the parties.

- 7.10 Labour management meetings consisting of up to four (4) union stewards, one of whom shall be the chief union steward, and four (4) management representatives, shall, upon the request of either party, be convened not more than once every two (2) months, for the purpose of discussing matters of mutual concern. Said meetings will be scheduled at a mutually agreeable time and will not be used as a substitute for the grievance procedure contained in this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances, the Employer and Union agreeing that it is of utmost importance to adjust complaints and grievances as quickly as possible.
- 8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss her complaint with her supervisor or manager, as the case may be. Such a complaint shall be brought to the attention of the supervisor or manager within five (5) calendar days of the incident giving rise to the complaint. The supervisor or manager shall state her decision verbally within five (5) calendar days (excluding weekends and public holidays) of receiving the complaint.

Step 1

Should the employee be dissatisfied with the supervisor's or manager's disposition of the complaint, she may refer such matter on a written grievance form supplied by the Union to her supervisor or manager within five (5) calendar days (excluding weekends and public holidays) of the supervisor's or manager's above reply. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the general relief sought and be signed by the employee. The Employer shall reply in writing to the Step 1 grievance within five (5) calendar days (excluding weekends and public holidays).

Step 2

If no settlement is reached at Step 1, the grievor, the Union Steward and representatives of management, including the Executive Director, shall meet within seven (7) calendar days (excluding weekends and public holidays), or a time mutually agreed upon, to discuss the grievance. The Union's Representative may be in attendance at this meeting.

8.03 Policy Grievance

The Union or the Employer may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fourteen (14) calendar days of the incident giving rise to the complaint and be in the form prescribed in Step 2.

8.04 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving to the Supervisor or her designate within fifteen (15) calendar days after the circumstances giving rise to the grievance have come to the attention of the employees. The grievance will then be treated as being initiated at Step 2.

8.05 Discharge Grievance

The Union may initiate a grievance at Step 2 of the grievance procedure alleging an employee was unjustly discharged provided the grievance is filed within seven (7) calendar days after the discharge occurs.

8.06 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance and Arbitration Procedure may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 9 – ARBITRATION PROCEDURE

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within ten (10) calendar days of the reply under step 3 of the grievance procedure.

9.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.

9.03 The grieving party's notice as referenced in Article 9.01 above shall also contain a list of three (3) arbitrators for consideration. If none of the three (3) is chosen, then the other party shall, within one (1) week of the date of the first list, submit a list of three (3) different names for consideration. If none is selected, either party within seven (7) calendar days may ask the Minister of Labour to make an appointment.

- 9.04 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.
- 9.05 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof.

ARTICLE 10 - SENIORITY

- 10.01 Seniority for Full-Time Employees shall mean length of continuous employment from the last date of hire in the bargaining unit.
- 10.02 Seniority for Part-Time Employees shall be defined as all hours worked from the last date of hire with the Employer in the bargaining unit.
- 10.03 A newly hired Regular Full-Time Employee must successfully complete a probationary period of three-hundred and seventy-five (375) hours worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance or arbitration proceeding. The seniority date of a Regular Full-Time Employee who has completed her probationary period shall be the first date the employee commenced employment with the Employer. A newly hired Regular Part-Time Employee must successfully complete a probationary period of three hundred and seventy-five (375) hours worked. It is agreed that the dismissal or lay-off of a probationary employee shall not be made the subject of a grievance or arbitration proceeding.
- A Regular Part-Time Employee who has completed her probationary period shall be credited with three hundred and seventy five (375) hours of seniority.
- 10.04 The Employer shall maintain a Full-Time Employee and Part-Time Employee seniority list (containing the employee's name, date of hire, seniority date and department/classification) and provide a current version to the Union and Chief Steward and the union by electronic format and also post copies of said seniority lists within thirty (30) days of ratification of this Agreement and, every six (6) months thereafter. Upon the posting of the seniority lists, employees shall have thirty (30) days in which to file complaints against their seniority standing and if no complaints are filed or if filed, complaints are satisfied, it is deemed that the seniority lists as posted or corrected are final.
- 10.05 Any employee of the Employer, who is presently in, or who has been in what is now this bargaining unit, and who is or has been transferred to a position outside of the bargaining unit, and who subsequently returns to a position within the bargaining unit within six (6) months, shall not have lost the seniority she accrued up to the date of having left the bargaining unit and shall not be deemed to have

continued to accumulate seniority for all purposes under this Agreement, during all the time in which she was employed by the Employer outside of the bargaining unit.

- 10.06 A break in the seniority shall be deemed to have occurred and employment shall be terminated if an employee:
- (a) quits, voluntarily resigns or retires;
 - (b) is discharged and is not reinstated by agreement of the parties or the grievance and arbitration process;
 - (c) fails to report for duty after a layoff or approved leave of absence, in accordance with the provisions of this Agreement;
 - (d) engages in other employment while on an approved leave of absence, without written authorization from the Employer;
 - (e) is absent from work without permission for more than three (3) consecutive scheduled work days, without notifying the Employer prior to such absence unless the employee has a valid and verifiable reason acceptable to the Employer, acting reasonably, for not having reported to work and not having contacted the Employer;
 - (f) has been absent due to lay-off for a period longer than twenty-four (24) months;
 - (g) is absent from work due to illness, injury or accident for a period of time extending beyond thirty-six (36) consecutive months and there is no reasonable likelihood the employee will return to work within the near future.

10.07 It shall be the employee's responsibility to keep the Employer notified in writing as to any change of his address or telephone number so that they will be up to date at all times.

10.08 In the event that more than one employee has the same seniority date, the Employer will assign seniority standing in alphabetical order based on the employee's surname at date of hire.

10.09 Effect of Absence

Whenever the term Seniority is used in this Collective Agreement, it shall be deemed to refer to length of continuous employment since the last date of hire, except where otherwise stipulated, subject to the following conditions:

- (a) It is understood that during an approved Leave of Absence or Sick Leave Seniority shall continue to accrue.

- (b) The Employer shall continue to pay premiums for benefit plans for employees who are on Leave of Absence or, where required by statute, provided the employee continues their contributions towards said benefits.

10.10 The Employer may discipline a probationary employee up to and including termination at its sole discretion. The Employer agrees such discretion shall not be exercised unreasonably.

ARTICLE 11 - LAYOFF AND RECALL

11.01 In the event of a proposed layoff of a permanent or long-term nature, the Centre will provide the Union with at least six (6) weeks notice. This notice is not in addition to required notice for individual employees.

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

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

11.02 In the event of a layoff of a permanent or long-term nature, the Centre will provide affected employees with notice in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

11.03 Layoff Procedure

- (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 necessary skill, ability and qualificationsto perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they possess the necessary skill, ability and qualifications without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's classification in the bargaining unit with lesser seniority who have scheduled hours equal to or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within her classification.
- (vii) In the event that there are no employees in the bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she has the necessary skill, ability and qualifications to perform the duties without training other than orientation.
- (viii) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within seven (7) working days, excluding weekends and holidays following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- (ix) In the event the laid off employee cannot exercise any of the aforementioned options, the employee shall be laid off.
- (x) Part-Time Employees may not bump Full-Time Employees.

11.04 Recall Rights

- (a) An employee shall have the opportunity of recall from a layoff to an available opening in order of seniority, provided she has the necessary skill, ability and qualifications to perform the available work.

In determining the necessary skill, ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the layoff should it become vacant.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) calendar days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) Employees on layoff or notice of layoff shall be given preference for temporary vacancies. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (f) A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, she shall maintain her recall rights from the position from which she was originally laid off.

11.05 Benefits on Layoff

In the event of a layoff, provided the employee deposits with the Centre 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 two (2) months from the end of the month in which the layoff occurs, or until the laid off employee is employed elsewhere, whichever comes first.

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

For these purposes, 1 year full-time seniority = one thousand eight hundred (1800) hours part-time seniority.

Severance Pay, as and where applicable, will be paid in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time to time.

Seniority for Part-Time Employees shall be expressed in the number of hours worked and paid for or not worked and paid for by the Employer since the last date of hire.

ARTICLE 12 - JOB VACANCIES

12.01 All Full-Time and Part-Time vacancies or newly created job classifications within the scope of this Agreement shall be posted for ten (10) calendar days during which time the employee may apply for the said position in writing on a form supplied by the Employer. In the event there are no Employer supplied forms available the employee may submit her written application in another format. This Article shall be interpreted to include any applications that may be submitted by an employee in advance of a job posting while the employee is not available to submit an application.

The Employer agrees to provide the Chief Steward and in the absence of the Chief Union Steward, another Union Steward, with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

12.02 Any notice posted pursuant to Article 12.01 above shall contain the following information: Classification, qualifications, rate of pay.

- 12.03 If no application is received from an employee of the Centre within ten (10) calendar days of the job posting, or if no employee qualifies within the trial period as set forth in 12.05, for the vacancy/position then the Employer may hire an employee from outside the bargaining unit.
- 12.04 A vacancy can be filled at the discretion of the Employer on a temporary basis not to exceed eight (8) weeks.
- 12.05 In the event that an employee has been accepted to fill a permanent vacancy, she, at any time within the first two hundred and fifty (250) working hours after being assigned to such vacancy may elect to revert to her former position. The trial period may be extended by mutual agreement, but in any case, not longer than an additional one hundred (100) working hours. Only the original vacancy and subsequent vacancy shall be posted and all vacancies which may occur as the result of having filled the original and subsequent vacancy shall be filled at the discretion of the Employer. In the event the Applicant either wishes to return to her former position or is deemed by the Employer to be unsatisfactory in the position during the aforementioned period, she shall be returned to her former position and salary without loss of seniority and any other employee promoted as in accordance with this Article, shall also be returned to her former position and salary without loss of seniority.
- 12.06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:
- (a) Seniority;
 - (b) qualifications, skill, ability and experience.
- Where the qualifications in factor (b) are relatively equal, then seniority shall govern.
- Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.
- 12.07 Qualifications listed on a job posting shall not be set in a discriminatory manner.
- 12.08 Full-time vacancies will be filled as a Full-Time position whenever possible.
- 12.09 When an employee transfers from Full-Time to Part-Time Seniority in terms of days and years accumulated in Full-Time status shall be transferred to Part-Time status and converted to Seniority in terms of one (1) year equals one-thousand eight hundred (1800) hours.

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

12.11 Where vacancies are posted for Full-Time positions and no Full-Time applicants are successful in obtaining the posted positions, applications submitted for such posting from part-Time employees shall be considered prior to consideration of persons not employed by the Centre.

12.12 Where vacancies are posted for Part-Time positions and no Full-Time or Part-Time applicants are successful in obtaining the posted positions, the Employer may consider applicants not employed by the Centre.

12.13 Temporary Vacancies

(a) Any temporary full-time vacancy with an anticipated duration of eight (8) weeks or more shall be posted. Full-time Employees working less than seventy-five (75) 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.

(b) In the event that a Part-Time Employee is the successful applicant, the Part-Time Employee shall retain her part-time status during the temporary full-time period.

(c) 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.

(d) 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.

(e) An employee filling a temporary vacancy of eight (8) weeks or longer duration shall not bid on any other temporary posting until the end of her temporary position.

12.14 Permanent Transfers

(a) If an employee is transferred or reclassified to a higher rated job classification she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- (b) Transfer or reclassification of an employee to a lower rated classification shall be avoided but may occur due to a reduction of staff, or inability to perform her previous job due to sickness or accident. If an employee is then receiving a rate that is higher than the one year rate of the job to which she is transferred or reclassified, she shall be paid such one year rate.

ARTICLE 13 - BARGAINING UNIT WORK

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by bargaining unit members save and except:

- (a) instruction, training or emergency relief work where bargaining unit employees are not readily available;
- (b) in situations which call for immediate action to maintain Centre or resident care, safeguard Centre/resident/facility health and welfare, or prevent damage to equipment or machines, or in an operational/service emergency when no trained employee is immediately available; and
- (c) work protocols, procedures and standards for quarantine or outbreak.

13.02 Contracting Out

The Centre 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 call-in 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 14 - PRINTING OF COLLECTIVE AGREEMENT

14.01 It is agreed that the Employer and the Union will share equally in any cost of the printing of the Collective Agreement

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Personal Leave of Absence

The Employer may grant or refuse a request from a Full or Part-Time Employee who has successfully completed their probationary period for an unpaid leave of absence for extenuating personal reasons. Such leave will not unduly affect the operations of the Employer.

Employees requesting a personal leave must do so in writing at least one (1) month in advance unless this is impossible, in which case said request in writing must be made of the Employer in as timely a manner as possible. The request for such leave must indicate the date the leave is to commence and specify the date of return to work.

If a leave of absence is granted, the Employer shall advise the employee in writing with a copy to the Union. To qualify for a leave of absence as stipulated above, the employee must have completed her probationary period with the Employer and it expressly understood that no benefit except as hereinafter provided shall accrue to or be paid to any employee on personal leave of absence.

15.02 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act of Ontario, 2000*, as amended from time to time, unless otherwise amended as set out below:

15.03 Pregnancy Leave

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

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

- (b) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The Employee shall give at least two (2) weeks notice of her intention to return to work from the pregnancy/parental leave. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work and, when returning, shall be placed on the next subsequent schedule once her return has been confirmed by the Employer.

Additional leave of absence may be taken under Article 15.10, Parental Leave.

15.04 An Employee who does not apply for leave of absence under Article 15.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Act unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee contributions.

15.06 An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time Employee returns to work at the expiry of the normal 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.

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

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

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

15. Parental Leave

- (a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An Employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave and, when returning, shall be placed on the next subsequent schedule once her return has been confirmed by the Employer.

- (e) For the purposes of parental leave under Article 15.10 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08 and 15.09 shall also apply.

15.11 Union Leave

- (a) The Employer shall grant leaves of absence to Full or Part-Time Employees who have successfully completed their probationary period to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Employer.
- (b) In requesting such leave of absence, the Union must give seven (7) days notice in writing to the Employer, unless impossible.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave, employees will be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, and Health and Welfare and Weekly Indemnity premiums (if applicable).

- (d) Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to a maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, during such leave the Employer shall not be responsible for WSIB coverage.

15.12 Jury and Witness Duty

If a Full-Time or Part-Time Employee who has successfully completed her probationary period is required to serve as a juror in any court of law, or is required to attend as a crown 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 Centre, the employee shall not lose regular pay because of such attendance, provided that the employee:

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

15.13 Educational Leave

- (a) If required by the Employer, a Full or Part-Time Employee who has successfully completed her probationary period shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.
- (b) Where a Full or Part-Time Employee is required by the Employer to take educational upgrades or acquire new employment qualifications, the Employer shall pay the full cost associated with the upgrades.

- (c) The Employer may grant a request for unpaid leave of absence to a Full or Part-Time Employee to upgrade employment qualifications, provided the Employer receives at least one month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Centre. Applicants, when applying, must indicate the date of departure and specific date of return.

A Full or Part-Time Employee who has successfully completed their probationary period and has been an employee of the Employer for at least one year who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall, upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the Employee to reimburse the Employer for her share of payment of any applicable benefits in which the Employee is participating during such leave of absence.

15.14 Bereavement Leave

- (a) Upon the death of an employee's spouse (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the second (2nd) day following the day of the funeral.
- (b) Upon the death of an employee's mother, father, step parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay ending with the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- (d) In the event of a spring interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (e) An employee shall not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for holiday pay or vacation pay or if the employee is on a personal leave of absence, or any other leave of absence as contemplated under this Agreement or at law save for circumstances as referenced in the Note below.

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

- (f) Where it is necessary because of distance, the employee may request an additional leave of absence without pay.
- (g) To qualify for bereavement leave an employee must provide the Employer with the name of the deceased, relationship to the employee, date of death and funeral.

ARTICLE 16 – HOURS OF WORK

This Article defines, where applicable, the normal hours of work for an employee and is not a guarantee of work per day or per week or a guarantee of days of work per week.

- 16.01 (a) The regular hours of work for Full-Time Employees, save and except Registered Nurses and Charge Nurses, shall be seven (7) or seven and one-half (7½) hours, as the case may be, in a day and more than forty-five (45) hours and up to a maximum of seventy-five (75) hours in a bi-weekly period, exclusive of meal periods.
- (b) The regular hours of work for Full-Time Registered Nurse and Full-Time Charge Nurse Employees, shall be eight (8) hours in a day and more than forty-five (45) hours and up to a maximum of eighty (80) hours in a bi-weekly period, exclusive of meal periods.

16.02 Work Schedule

- (a) The following shall govern the scheduling of hours of employees in the bargaining unit. Shift schedules shall be arranged so that:
 - (i) an employee is not scheduled to work more than six (6) consecutive days;
 - (ii) Part-Time Employees may be scheduled to work two (2) weekends out of three (3)
 - (iii) Full-Time Employees shall receive a minimum of one (1) weekend off in two (2).

This scheduling provision does not apply when Employees mutually agree to exchange shifts and such exchange has been pre-approved by the Employer or when an Employee at the request of the Employer accepts a shift.

- (iii) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid her regular day's pay, notwithstanding the fact they have worked either six and one-half (6%) or eight and one-half (8%) hours, as the case may be.
- (b) Shift schedules covering a one-(1) month period shall be posted two (2) weeks in advance of their commencement. Employee requests for specific days off must be submitted to the Supervisor two (2) weeks in advance of posting.
- (c) The Employer agrees to ensure an employee a period of at least eleven (11) consecutive hours free from performing work in each day. The aforementioned does not preclude an employee from being called in during a period in which the employee would not otherwise be expected to perform work for her Employer.
- (d) There shall be no split shifts.

16.03 Lunch or Meal Periods

- (a) All scheduled shifts that exceed five (5) hours shall be entitled to a one-half (½) hour unpaid meal period.
- (b) Lunch or meal periods shall be permitted and will be uninterrupted, except in cases of emergency. In the event that lunch or meal periods are interrupted, the Employer shall compensate the Employee at one and one-half (1½) times their regular pay for the duration of either the lunch or the meal period. The Employer shall provide a proper lunch/break room.

16.04 Relief Periods

Employees shall be entitled and scheduled to paid relief periods as follows:

Shift Length:

Greater than 2.5 hours and
up to and including 5.5 hours
Greater than 5.5 hours

Relief Periods:

1 – 15 minute break
2 – 15 minute breaks

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) In the case of employees required to work (exclusive of meal periods) seven (7), seven and one-half (7½), or eight (8) hours per day, overtime shall be paid for all hours worked in excess of seven (7), seven and one-half (7½) or eight (8) hours in a day, as the case may be or seventy (70),

seventy-five (75) or eighty (80) hours bi-weekly period, as the case may be, at the rate of time and one-half (1%) the employee's regular rate of pay.

- (b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Executive Director or her 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.
- (c) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (d) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime or any other premium under this or any other Article.

17.02 Minimum Reporting Allowance

If an employee reports for work at the regularly scheduled time and no work is available such employee will be paid a minimum of four (4) hours pay at her regular rate where the employee is regularly scheduled to work four (4) hours or more and where an employee is regularly scheduled to work less than four (4) hours the employee will be paid her regular rate for her hours as regularly scheduled, provided;

- (a) the employee has not been previously notified not to report.
- (b) if required by the Employer, the employee, if scheduled to work four (4) hours or more that day shall perform a minimum of four (4) hours of such reasonable work as the Employer may designate and in the case of employee's regularly scheduled to work on said day for less than four (4) hours; the period of time equivalent to the hours they would have regularly been scheduled to work.

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

17.04 Return to Work

- (a) When an employee is called back to work after leaving the Centre upon completion of her shift, such employee will receive a minimum of four **(4)** hours pay at straight time rates or, where applicable, actual hours worked at time and one-half her regular rate of pay, whichever is greater.

17.05 Call-In

- (a) "Call in" shall mean the calling in to work at the Employer's request of an employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, provided they have worked in excess of seventy (70), seventy-five (75) or eighty (80) hours, where applicable as the case may be, in a bi-weekly period.
- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) Where possible, and where same does not interfere with Centre operations, all call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement or other substitute.
- (e) Where a call in is immediately prior to the commencement of their regular shift, the call in pay will only apply to the point of commencement of regular shift at the rate of time and one-half (1½) after which they shall revert back to the regular shift rate.

17.06 Weekend Premium

Effective January 1, 2011, \$0.10 per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 18 - UNIFORM ALLOWANCE

18.01 Employees shall receive seven cents (\$.07) per hour worked payable annually commencing October 10, 2008.

ARTICLE 19 - HEALTH & SAFETY

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

19.02 The Employer, the Union and the employees agree to comply with provisions of the *Occupational Health and Safety Act* of Ontario and Regulations thereto, as amended from time to time, and without restricting the generality of the foregoing, the parties agree that the Joint Health and Safety Committee shall meet a minimum of every three (3) months per contract year, with two (2) members of the Committee (one selected by the members who represent the employees and one from management) acting as meeting co-chairs. The Joint Health and Safety Committee shall receive copies of all lost time incident reports.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at her regular or overtime rate.

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace Health & Safety bulletin board.

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

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site or available, the Employer shall afford a worker Health and Safety representative if any, or a worker selected by the Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

19.03 Two **(2)** representatives of the Joint Health and Safety Committee, one **(1)** from Management and one **(1)** from the employees, shall conduct monthly inspections of the work place and shall report to the Health and Safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- 19.04 The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information shall be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- 19.05 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- 19.06 The Employer shall inform all affected direct care employees of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees shall be informed of special procedures and supplied with all necessary equipment required to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- 19.07 The parties agree that suitable subjects for discussion at the Joint Health and Safety Committee meetings shall include aggressive residents.
- 19.08 The Employer shall:
- (a) inform employees of any situation relating to their work which may endanger their health and safety, as soon as the Employer learns of the said situation;
 - (b) inform employees of the risks relating to their work, and provide training and supervision so that employees obtain the skills and knowledge necessary to safely perform the work assigned to them;
 - (c) Ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act and regulations are carried out in the workplace.
- 19.09 A worker shall:
- (a) Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
 - (b) Use or wear the equipment, protective devices or clothing that the worker's Employer requires be using or wearing;
 - (c) Report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and

- (d) Report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

19.10 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker requires it) to a hospital or a physician located within a reasonable distance or to the worker's home. The Employer shall pay for the transportation.

19.11 Infectious Diseases

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

The Employer shall put into place infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer shall provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following days are paid holidays under this Agreement with employees being eligible for payment in accordance with the *Employment Standards Act, 2000*, as amended from time to time:

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

Note: Employees are required to work as scheduled by the Employer on either Christmas Day and Boxing Day or New Year's Day.

In addition, effective October ~~11~~ 2008, all employees who have successfully completed their probationary period shall be entitled to an additional float day (to be taken during the following August 1 – July 31 period) at their regular days rate of pay, to be scheduled by mutual agreement of the employee and the Employer.

20.02 If a full-time employee is assigned to work on a holiday designated herein she shall be paid at the rate of one and one-half (1½) times her straight time hourly rate for each hour worked plus her regularly scheduled daily pay at her straight time hourly rate, for the holiday.

20.03 If a paid holiday falls during an employee's vacation, or on an employee's scheduled day off, she shall be granted an additional days pay in lieu of the holiday at straight time or an additional day off at a time to be set by the Employer, absent the Employer and employee agreeing on a date. In the case of part-time employees, however, this will apply only if it falls on a day on which she would normally have worked.

20.04 For clarification purposes of when a Paid Holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

20.05 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, paid holiday pay, and any other payment whatsoever.

20.06 Paid Holidays (Qualifiers)

(a) An employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the *two* (2) week period preceding the holiday.

(b) If an employee meets the qualifications in 20.06 (a) he/she is deemed to have qualified for lieu day(s) pay for that holiday.

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

20.07 Employees may bank up to Five (5) lieu days to be used as personal days within 12 months of the banking of such paid holiday. Employees requesting the Home to bank a day off in lieu will notify the Home in writing at least two (2) weeks before the paid holiday. Such agreement shall not be unreasonably withheld.

ARTICLE 21 - VACATION

21.01 For the purpose of calculating eligibility, the vacation year shall be June 1st to May 31st of each year.

Employees shall be eligible for vacation and vacation pay as follows

- (a) Full-time employees who have not completed their probationary period as at the vacation cut-off date will receive four percent (4%) of their gross earnings during the vacation year.
- (b) Full-time Employees who have completed their probationary period as at the vacation cut off date will be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.
- (c) Full-time Employees with one (1) year of service on or before May 31st of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
- (d) Full-time Employees with five (5) years of service on or before May 31st of the current year shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.
- (e) Full-time Employees with nine (9) years of service on or before May 31st of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.
- (f) Full-time Employees with seventeen (17) years of service on or before May 31st of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.
- (g) Part-Time Employees are eligible for the same schedule of vacations as Full-Time Employees on the basis that one thousand eight hundred (1800) hours worked equals one (1) year of service.

21.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Executive Director having due concern for the proper operation of the Centre.

Employees must submit their preferred vacation times (and alternatives in the event the first preference can not be met) no later than March 1st of each year. The Supervisor will post the final vacation schedule by April 1st of each year.

Employees who do not submit their preferred vacation schedule in a timely fashion will receive vacation based on the vacation times available after the final vacation schedule has been posted. These allocations will be done on a first come, first served basis.

- 21.03 Vacations are not cumulative from year to year and all vacations must be taken. Employees shall not waive vacation and draw double pay.
- 21.04 Employees who have lost their seniority and have terminated their employment, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 21.05 The Employer may grant vacation during Christmas/New Year's period to a maximum of six (6) employees, on a rotating seniority basis, subject to the following two (2) from RN, RPN – charge – meds, HCA/PSW; two (2) from cook, dietary aide; two (2) from housekeeping/laundry, maintenance:
- (a) there are replacement staff who are available to fill in during this period.
 - (b) notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut-off date in this Agreement or at least six (6) month's notice if no cut-off date exists in this Agreement.
 - (c) employee's requests to have vacation during the Christmas period shall be finally determined by the Executive Director given due consideration for the safe and efficient operation of the Employer, and
 - (d) employees are required to work as scheduled by the Employer on either Christmas Day and Boxing Day or New Year's Day.

ARTICLE 22 - HEALTH AND WELFARE BENEFITS

- 22.01 The Employer's current health and welfare benefit program, including its Pension Program as well as Sick Leave Program, will continue in full force and effect during the term of this Agreement as set out in Appendix A.
- 22.02 Commencing January 30, 2009, employees currently not in receipt of benefits will receive a payment of forty cents (\$.40) per hour worked.

ARTICLE 23 - INJURY AND DISABILITY

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

- (a) The employee will not be eligible for paid holidays, sick leave, vacation pay or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating Seniority and Service under the terms of the Agreement.

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

23.03 In the case of an absence due to a compensable illness or injury, where the anticipated length of such absence is two (2) months or more, the Employer will post notice of the temporary vacancy in accordance with the job posting procedure (Article 12) of this Agreement. Where the anticipated absence is less than two (2) months, the Employer may fill the position at its discretion.

23.04 (a) i) In the event that an employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former job classification still exists, the employee will be returned to her former job classification, former shift if designated and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former job classification.

ii) Employees returning to work from medical leaves of absence as a result of illnesses or injuries shall be placed on the next subsequent schedule from the date of notification to the Employer of their intent to return.

(b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months, she shall be returned to her former job classification, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10. (This would be effected by the returning employee displacing the employee with the least seniority in the classification to which she is returning.)

ARTICLE 24 – NO DISCRIMINATION/HARASSMENT

24.01 (a) The Employer, the Union and the employee's agree that every person has a right to equal treatment with respect to employment without discrimination or harassment because of, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age,

record of offences, marital status, same sex partnership status, family status, or handicap as these terms are defined by the Ontario Human Rights Code.

- (b) For the purposes of Article 24.01(a) harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (c) The parties further agree that every employee has a right to be free from:
 - (i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought to reasonably to know that it is unwelcome; or
 - (ii) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
- (d) For the purposes of this Article “sexual harassment” includes but is not limited to:
 - (i) vexatious comments or conduct, or a course of such conduct, unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought to know that such attention/conduct is unwanted;
 - (ii) an implied or express promise or reward for complying with a sexually oriented request; and
 - (iii) an implied or expressed threat of reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; and
 - (iv) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a poisoned work environment.

ARTICLE 25 - WAGES AND CLASSIFICATIONS

25.01 The rates of pay and job classifications shall be as set out in Schedule A attached hereto and forming part of this Collective Agreement.

25.02 It is the current practise of the Employer to pay wages on the 15th and 30th of each month. The Union will be advised one month in advance should the Employer make a change to same.

25.03 In the event of an error on an employee's pay, the correction shall be made, with the written authorization of the employee, in a manner that the Employer and employee agree upon. If the error results in an employee being underpaid by one (1) day pay or more, the Employer shall provide payment for the shortfall within three (3) business days from the date that the Employer is notified of the error.

ARTICLE 26 – UNION BULLETIN BOARDS

26.01 The Employer will provide a Union bulletin board to be located in the employee's lunch room for the posting of Union Notices. Only notices which have received the prior approval of the Executive Director or her designee may be posted. The Executive Director or designee shall initial notices which she has approved. Such approval shall not be unreasonably withheld.

ARTICLE 27 - PAID EDUCATION FUND

27.01 Effective upon date of ratification and for each twelve (12) month period of time thereafter, the Employer agrees to pay \$200.00 into a fund established by the Union.

ARTICLE 28 - TERM

28.01 This Agreement shall be in effect from October 11, 2008 until October 10, 2012 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

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

28.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the *Labour Relations Act, 1995*, as amended, and the *Hospital Labour Disputes Arbitration Act*, as amended, whichever should first occur.

Signed this 1st day of Feb., 2011

FOR THE EMPLOYER

Catherine D. King

ST:sp

FOR THE UNION

Scott Kraeger

SCHEDULE A

WAGES

| | | | | |
|-------------|---------|---------|---------|---------|
| HCA/PSW | \$17.40 | \$17.61 | \$17.99 | \$18.36 |
| BASIC AIDE | \$17.70 | \$17.96 | \$18.05 | \$18.48 |
| COOK 2 | \$18.46 | \$18.82 | \$19.02 | \$19.81 |
| MAINTENANCE | \$19.80 | \$20.07 | \$20.38 | \$20.68 |
| RPN | \$21.38 | \$21.59 | \$22.00 | \$22.42 |
| RN | \$35.05 | \$35.29 | \$35.76 | \$36.45 |

| April 30, 2009 | Start | 6 month | 1 year | 2 years |
|----------------|---------|---------|---------|---------|
| HCA/PSW | \$17.62 | \$17.83 | \$18.22 | \$18.59 |
| BASIC AIDE | \$17.92 | \$18.19 | \$18.28 | \$18.71 |
| COOK 2 | \$18.69 | \$19.06 | \$19.26 | \$20.06 |
| MAINTENANCE | \$20.04 | \$20.32 | \$20.64 | \$20.93 |
| RPN | \$21.65 | \$21.86 | \$22.28 | \$22.70 |
| RN | \$35.49 | \$35.73 | \$36.21 | \$36.91 |

| | | | | |
|-------------|---------|---------|---------|---------|
| HCA/PSW | \$17.97 | \$18.18 | \$18.58 | \$18.96 |
| BASIC AIDE | \$18.28 | \$18.55 | \$18.64 | \$19.08 |
| COOK 2 | \$19.06 | \$19.44 | \$19.65 | \$20.46 |
| MAINTENANCE | \$20.44 | \$20.72 | \$21.05 | \$21.35 |
| RPN | \$22.08 | \$22.29 | \$22.72 | \$23.15 |
| RN | \$36.20 | \$36.44 | \$36.93 | \$37.64 |

| | | | | |
|-------------|-------|-------|-------|-------|
| HCA/PSW | 18.33 | 18.55 | 18.95 | 19.34 |
| BASIC AIDE | 18.64 | 18.92 | 19.02 | 19.46 |
| COOK 2 | 19.44 | 19.83 | 20.04 | 20.87 |
| MAINTENANCE | 20.85 | 21.14 | 21.47 | 21.78 |
| RPN | 22.53 | 22.74 | 23.18 | 23.61 |
| RN | 36.92 | 37.17 | 37.67 | 38.40 |

| October 11, 2011 | Start | 6 month | 1 year | 2 years |
|------------------|---------|-----------|---------|---------|
| HCA/PSW | \$18.79 | \$19.01 9 | \$19.43 | \$19.82 |
| BASIC AIDE | \$19.11 | \$19.39 | \$19.49 | \$19.95 |
| COOK 2 | \$19.93 | \$20.32 | \$20.04 | \$20.87 |
| MAINTENANCE | \$20.85 | \$21.67 | \$22.01 | \$22.32 |
| RPN | \$23.09 | \$23.31 | \$23.76 | \$24.39 |

| October 11, 2011 | Start | 1 yr | 2 yrs | 3 yrs | 4yrs | 5yrs | 6yrs | 7yrs | 8yrs |
|------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| RN | \$26.77 | \$27.92 | \$28.84 | \$30.37 | \$31.60 | \$33.12 | \$34.58 | \$37.50 | \$40.54 |

Retroactivity

Retroactive payment is to be made within one hundred and twenty (120) days from the date the Employer receives written notice of ratification or release of award and applies to wages only based on hours paid by the Employer. Implementation of the new rates shall take place on the next pay date after the release of the award or settlement if practicable. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

LETTER OF UNDERSTANDING

BETWEEN

TONY STACEY CENTRE FOR VETERANS CARE
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA
(HEREINAFTER REFEREED TO AS THE "UNION")

Re: Seniority – Part-Time Seniority Calculation

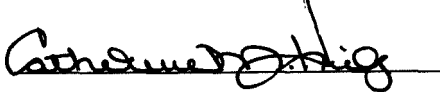
The parties agree that for the purposes of calculating Seniority for existing Part-Time Employees (at the time of ratification) the Employer shall make every reasonable effort to determine seniority credits as follows:

The Employer shall review the calendar year-end payroll to determine total hours paid.

In the event the Employer does not possess said year-end payrolls for the total length of employment of a Part-Time Employee, The Employer shall average the hours from the records that are available for the purposes of providing credit for seniority.

Signed this 15th day of Feb, 2011

FOR THE EMPLOYER



FOR THE UNION



Appendix "A"

Group Benefits

Medical and Dental Coverage

All employees working a minimum of 20 regular hours per pay period are required to enrol in the medical and dental plan, unless insured with their spouse in another plan. Premium contributions are paid 50% by the employee and 50% by the employer on a monthly basis.

Short-term and Long-term Disability

Eligible employees are enrolled for these benefits. 100% of the premium is paid by the employer.

Life insurance

Eligible employees are required to enrol. Premium contributions are paid 50% by the employee and 50% by the employer on a monthly basis. Increase from 1 to 1.5 times of annual salary.

Pension Plan

Full and Part Time employees are required to enrol in the pension plan after one year of continuous employment.

Both the employer and employee contribute 5% of eligible earnings.

The Nursing Homes and Related Industries Pension Plan

Note: The parties agree to maintain the current 5% RSP plan.

Effective January 1, 2011 the RSP plan will be deleted and will be replaced with the pension plan

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

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

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

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

- (iii) vacation pay

All other payments, premiums, allowances and similar payments are excluded.

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

- .2) Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to five percent (5% of applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of applicable wages to the Plan.

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

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

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

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

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

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

The information required to be provided to the Administer of the Plan in electronic format.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(i) To be Provided Once Only at Plan Commencement

- (a) Date of Hire
- (b) Date of Birth
- (c) Date of First Contribution
- (d) Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

- (a) Name
- (b) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable Earnings
- (e) Year to Date Contributions
- (f) Employer portion of arrears owing due to error, or late enrolment by the Employer

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

- (a) Full Address as provided to the Employer
- (b) Termination date when applicable (MM/DD/YY)
- (c) Gender
- (d) Marital Status

(iv) To be Provided Annual but no later than December 1st

- (a) Current complete address listing

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

- .06) The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of the use of the contributions of the Plan arising from late contributions to the Plan.