

COLLECTIVE AGREEMENT

BETWEEN

SPECIALTY CARE INC.

O/A

BLOOMINGTON COVE INC.

(HEREINAFTER CALLED THE "EMPLOYER")

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 CANADA

C.L.C.

(HEREINAFTER CALLED THE "UNION")

SERVICE FULL-TIME

EFFECTIVE: MAY 1, 2007

EXPIRY: APRIL 30, 2010

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O/A

Bloomington Cove
SEIU Unit No. 169

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 Canada
C.L.C.

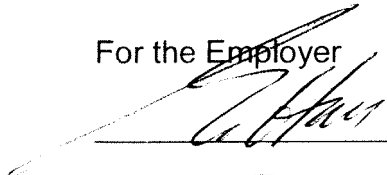
The parties agree that the attached represents full and final settlement of all outstanding issues between the parties related to the renewal of the above collective agreement. The parties further agree to recommend full ratification of this settlement to their respective parties.


The term of this agreement shall be 3 years, commencing on May 1, 2007 and expiring on April 30, 2010.

The parties agree that the attached language is to be included in the collective agreement is included in this memorandum of settlement unless specifically identified otherwise.


Dated this 5th day of June, 2009.


For the Employer




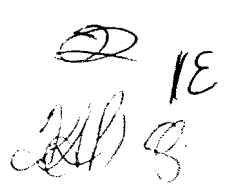


For the Union









COLLECTIVE AGREEMENT

BETWEEN

Specialty Care Inc.
O/A

BLOOMINGTON COVE INC.
(Hereinafter called the "Employer")

- And -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 11 Canada
C.L.C.
(Hereinafter called the "Union")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to establish an orderly relationship between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.
- 1.02 The Union and the Employer agree to abide by the Human Rights Code

ARTICLE 2 - SCOPE AND - RECOGNITION

- 2.01 **The Employer recognizes the Union as the sole bargaining agent for all employees of Specialty Care Bloomington Cove LTC in the township of Whitchurch-Stouffville save and except supervisors, persons above the rank of supervisor, professional medical staff, registered, graduate and undergraduate nurses, paramedical employees, office and clerical staff.**

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges and agrees that the Employer shall have all its rights, powers and authority to manage its operations and to direct its employees. Without restricting the generality of the foregoing, these rights of the Employer include the right to:
- (a) maintain order and discipline, efficiency and productivity;
 - (b) suspend, hire, discharge, transfer, classify, promote, demote, rehire or discipline employees, provided that a claim by a permanent employee that he has been disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) relieve employees from duty for lack of work, transfer work from one job to another or from one department to another, and control the work performance;

- (d) make, enforce and alter from time to time, reasonable rules, regulations and policies governing the conduct of the working force and the operation of the business; and
 - (e) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the content of jobs, the schedules 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 traditionally exercised by **management**; all of which shall remain solely with the Employer except as specifically limited by the provisions of this Agreement.
- 3.02** The employer will exercise these rights in a manner consistent with the collective agreement.

ARTICLE 4 – DEFINITIONS

- 4.01** Where used in this Agreement, the masculine includes the feminine and the singular includes the plural, as context requires.
- 4.02** 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"
- 4.03** As used in this Agreement,
- (a) "employee" means an employee covered by this agreement;
 - (b) "permanent employee" means an employee who has completed his probation period;
 - (c) "Probation period" of a full-time **employee** means the period of three hundred and seventy five (**375**) hours paid following the employee's date of hire by the Employer.
 - (d) "Probation period" of a part-time employee means the period of three hundred and **seventy-five** (375) hours paid following the employee's date of hire by the Employer;
 - (e) "Full-time employee" means an employee who is regularly scheduled to work, who over **twenty-four (24)** hours per **week/forty-eight (48)** hours biweekly. See LOU for further clarity
 - (f) "Part-time employee" means an employee, is regularly scheduled to work **twenty-four (24)** hours per **week/ 48** hours biweekly or less. See LOU for further Clarity

ARTICLE 5 – UNION SECURITY

- 5.0** The Employer undertakes that he 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.

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

5.03 Dues and Assessments:

The Employer agrees to comply with all dues and assessment deductions as directed by the Secretary Treasurer of SEIU Local 1. Canada.

- (a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire.
- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction and on an annual basis. Any known changes to this information shall be submitted with the monthly dues.

If the Employer agrees to provide the Union with information in an electronic format, the parties will meet 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.

- (d) All employees hired into the employ of the Employer subsequent to the signing of this Agreement shall be subject to a one time initiation fee.

5.04

- (a) Deductions shall be made from the each pay and forwarded to the Union Office on or before the 15th of month following in which the deductions are made, where practicable. Any omissions and retroactive deductions shall be submitted with the dues of the month following with the reason why dues were missed.
- (b) Union dues are not deducted from SUB plan payments and the Employer has no responsibility for Union dues while an employee is *off* on Pregnancy and/or Parental Leave.

5.05

- (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of any necessary deductions and remittances under this article.

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- (b) The Employer will provide each employee with a T4 slip showing the annual Union dues paid by that employee for the year previous.

5.06 Union Orientation

It is mutually agreed that arrangements will be made for a Union Steward to interview each new bargaining unit employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.

5.07 Employment of Disabled Workers

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

ARTICLE 6 - NO STRIKES - NO LOCKOUTS

- 6.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the union agrees, that , during the lifetime of the Agreement there will be no strike, picketing, slowdown, either complete or partial, and the Employer agrees that there will be no lockout.
- 6.02 The words "strike" and "lockout" as used herein are agreed to have the meanings defined for those words in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

- 7.01 (1) The Employer acknowledges the right of the Union to elect or otherwise select a stewards committee four (4) stewards from amongst permanent employees of the Employer, one (1) of which shall be a RPN, for the purpose of assisting employees and representing employees regarding the administration of the collective agreement. One member of the stewards committee shall be recognized as the Chief Steward. Nothing in this article shall preclude an RPN from applying for other positions within the Union.
- (2) A maximum of two (2) stewards shall meet with the employer at any one time unless mutually agreed.
- (3) The negotiating committee shall be comprised up to three members of the Stewards Committee, one of which shall be a RPN (Note this does not preclude a RPN from running for a non RPN position)

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- (4) The Union may appoint or otherwise select (3) alternative stewards who will only act when a member of the stewards committee is absent from the facility. Stewards and alternatives where possible shall not all be from the same shift and or department.

7.02 The Union shall keep the Employer notified in writing of the name of the stewards and the effective date of his/her appointment. The Employer need not recognize any person as steward until so notified of his appointment.

7.03 The Union acknowledges the stewards have their regular duties to perform on behalf of the Employer. No steward will leave his regular duties without first obtaining permission of his immediate supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties will report again to his immediate supervisor (and shall give any explanation reasonably required by his supervisor to explain the duration of his absence.)

7.04 *Payment of Committees and Representatives*

The Employer shall pay representatives and committee members their respective wages for all the time lost from regularly scheduled hours investigating and/or processing grievances, up to but not including the arbitration stage, negotiation of the Collective Agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening shift shall receive paid time off for the actual day of the negotiating meeting.

7.05 The Employer shall recognize the right of the Union to elect or otherwise select a Communication Officer.

7.06 *Labour Management Committee*

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply.

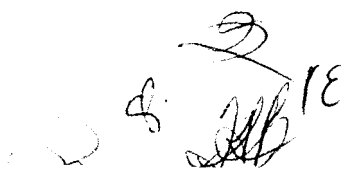
An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues.

A representative attending such meeting shall be paid for wages lost from regularly scheduled hours.

A Union staff member may attend as representative of the Union. Meetings will be held quarterly unless otherwise agreed.

7.07 *CMI/RAI MDS 2.0 Language*

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable



after the receipt of the annual CMI/RAI MDS 2.0 results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

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

ARTICLE 8 - **GRIEVANCE PROCEDURE**

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

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

Step No. 1

May be invoked only within five (5) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employee. The employee shall present his complaint to his immediate supervisor. The immediate supervisor shall normally respond to the employee within three (3) working days following the complaint. If the employee is dissatisfied with the response, he may proceed to step 2.

Step No. 2

Except as otherwise provided in this Agreement, **Step No. 2** may be invoked only within five (5) working days after the Supervisor's response at **Step No. 1**. The employee shall with the assistance of the steward formalize the grievance in writing to the Administrator or his designate. A meeting will be held between the Administrator (or his designate) and the employee concerned and the Union and/or a staff representative of the Union may be present at the request of either the Employer or the employee within five (5) working days thereafter. The

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ARTICLE 9 –DISCIPLINE AND DISCHARGE.

9.01 Where an employee is subject to disciplinary action, which is to be recorded in the employee file, shall be advised of their right to the presence of a Union steward. If no steward is available, and the employer needs to take immediate action, he shall adjourn the disciplinary meeting up to 48 hours to accommodate the presence of Union representation. Any action taken by the employer ie reassignment or removal from the premises shall not be deemed to be disciplinary action.

In the event that the employee chooses not to have Union representation, the employee shall waive their right in writing.

9.02 A claim by an employee who claims that they have been unjustly discharged from employment will be treated as a grievance commencing at step 2 of the grievance procedure. Such grievance shall be filed within 4 working days following discharge. Such grievance may be settle by confirming the discharge or by reinstatement or by any other arrangement agreed to between the parties.

9.03 Discipline and discharge notices issued to employees should set out reasons for the discipline or discharge, The employee may be asked to sign a copy of a notice to acknowledge receipt, and that acknowledgement is not an admission of guilt. Copies of notices of discharge, or of discipline more serious than a written warning, shall be sent to the Union. Copies of written warnings shall be given to the Union steward.

9.04 No employee shall be disciplined or discharged on his day off, unless otherwise agreed.

ARTICLE 10 – ARBITRATION / MEDIATION

10.01 When either party requests that any matter be submitted to arbitration as hereinbefore provided it shall deliver that request in writing to the other, naming therein that party's appointee to an Arbitration Board. Within ten (10) working days thereafter the other party shall notify the first of the name of its appointee; provided, however, that if such party fails to appoint a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking this arbitration procedure. The two nominees so appointed shall appoint a third to act as Chairman of the Arbitration Board. If they are unable to agree upon a Chairman within a period of ten (10) working days from the appointment of the second of them, either of the parties may then request that the Minister of Labour for the Province of Ontario make the appointment of the Chairman.

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

10.03 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expense of the Chairman of the Arbitration Board.

10.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

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- 10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- 10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority of such Board will be final and binding upon the parties. Should a majority decision not be possible then the decision of the Chairman shall be final and binding on the parties hereto.
- 10.07** Despite any grievance or arbitration provisions in the collective agreement the parties may in compliance with Section 50 of the OLRA, or as may be amended, agree to refer one or more grievances under the collective agreement to a single mediator-arbitrator for the purpose of resolving the grievance in expeditious and informal manner.

The parties further agree to utilize the first day for the sole purpose of mediation, unless otherwise agreed. Should the parties fail to resolve the issue, they agree to set subsequent dates for the purpose of arbitration. The parties will share the cost on the mediator /arbitrator's cost.

- 10.08** No grievance shall be submitted to arbitration that has not properly been processed through the grievance procedure.

ARTICLE 11 - SENIORITY

- 11.01** Seniority is the ranking of employees in accordance with their length of employment since their last date of hire with in the bargaining unit. Full time employees shall be from date of hire, part time seniority shall accrue based on hours worked, unless otherwise specified, 1 year of part time shall equal 1800 hours worked. See letter of understanding for clarity of what is *full time (75 hrs bi weekly)*
- 11.02** Upon completion of the probationary period, the employee's name will be entered on the appropriate seniority list with seniority dated from the date last hired. However, should there be a layoff, their seniority to date will be recognized in the process.
- 11.03** The Seniority lists shall be formatted by classification and seniority order.
- 11.04** The Employer shall supply the Union and Chief Steward with a set of seniority lists (part time and full time) by classification in January and July of each year, showing employee's names, classification and their seniority starting date. Full time seniority shall be based on date of hire. Part time seniority shall be expressed in hours worked.
- 11.05** An employee transferring to another department shall be entered on the seniority list of such department effective with the date of transfer if the duration of such transfer exceeds the probationary period. Employees transferring for shorter periods shall continue to accumulate departmental seniority in his or her original department.
- 11.06** An employee, whose status is changed from full-time to part-time, shall receive credit for his/her full service and seniority. An employee, whose status is changed from part-time to full-time, shall receive credit for the seniority and

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service on the basis of one (1) year equals 1,800 hours worked. Any hours in excess of one year will be prorated.

1 ■ 07 JOB SECURITY


.01 Lay-Off and Recall

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

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

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

.02 Layoff and Recall Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work. Where ~~one~~ **one** more employees are affected by a notice of layoff, the most senior employee shall exercise their rights first.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
 - (iv) Consistent with the opportunity to chain bump, **all** employees who are potentially impacted will be given notice of lay off at the outset of the process. Such notice shall be deemed to be notice as 

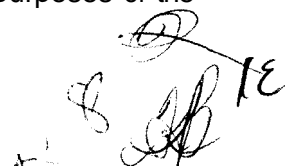
per the terms of this agreement and the Employment Standards Act.

- (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 either 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) When an employee subject to layoff chooses to bump and there are no employees with less seniority within his or her bargaining unit, the seniority lists will be merged and the laid off employee may bump into the other bargaining unit.
- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Administrator within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.
- (x) **When an employee has been given notice of layoff and during the period of notice the employee finds alternative employment, the employer will give full consideration to an application for a leave of absence for the remainder of the notice period subject to workload requirements.**

.03 Recall Procedure

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

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the

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paragraph above, the Employer shall not act in an arbitrary manner.

- (b) **An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled. Employees on lay-off who are recalled or accepted on a job posting shall relinquish recall rights to those classifications of a lower wage grid.**
- (c) **No new employees shall be hired until all those who retain recall rights to the applicable classification have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.**
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- (e) A laid off employee shall retain the rights of recall for a period of thirty (30) months.
- (f) **In addition, prior to the layoff, the employee shall advise the employer of the positions and shift that they are interested and qualified to be called back to.**

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

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

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

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

.06 Benefits on Lay-Off

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



11.08 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or
- (b) ~~is~~ absent from work more than thirty six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work, or
- (d) ~~is~~ absent from work for more than thirty six (36) months by reason of lay-off, or
is absent from work for more than thirty six (36) months by reason of absence while on **WSIB** and there is no reasonable likelihood the employee will return to work within the near future.
- (e) Employees who are on leave of absence will not engage in gainful employment on such leave.
- (f) An employee who has been granted a leave of absence of any kind and who overstays her leave, subject to a reasonable explanation to the employer.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for leave of absence shall be in writing as far in advance as practicable, The Employer agrees to reply to such requests in writing within seven (7) working days whenever possible.

12.02 Leave of Absence for Union Business

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

12.03 Employees on such leaves of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid the employees.

12.04 Education

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

Where employees are required by the Employer to take courses to upgrade or acquire

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new employment qualifications, the Employer shall pay the full cost associated with the courses.

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Nursing Home.

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

12.05 Absence on Union Leave

While on unpaid union leave of up to 30 days, employees will be maintained on normal pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, UIC, CPP and WCB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).

12.06 **Political Office Leave**

An employee who is elected or appointed to Federal, provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

12.07 Effect of Absence

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

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

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months if an employee's absence is due to a disability resulting in WSIB benefits.

(d) Benefits/WSIB Paid Leave

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

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

(e) For purposes of this provision, it is understood and agreed that absence on Weekly Indemnity shall be considered a leave with pay

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 Immediately following the death of an employee's spouse, same sex partner, child or stepchild, employee's brother, sister or legal guardian, parent, step parent, an employee shall be granted leave up to a maximum of five (5) consecutive days off without loss of pay, immediately surrounding the death.

13.02 Upon the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, son-in-law or daughter-in-law, the employees shall be granted leave **up** to a maximum of three (3) consecutive days without **loss** of pay immediately following the death.

13.03 Pay for bereavement days of absence is limited to the days actually missed from work as per the employee's scheduled working days. The employer reserves the right to request proof of said death.

13.04 Where it is necessary because of distance, the employee may **be** provided additional unpaid leave.

13.05 Where an employee **is** on vacation and notifies the employer of the requirement for bereavement leave within **24** hours of the death (of an individual identified in **13.01** or **13.02** above) and their need to reschedule their vacation. The time lost due to the bereavement shall be rescheduled at a later date as mutually agreed **between** the employer and the employee.

ARTICLE – 14 JURY DUTY AND WITNESS DUTY

14.01 If an employee is required to serve as a juror in any court of law, or **is** required to attend as a witness in a **court** proceeding in which the Crown is a party, or is required by subpoena to attend a court of **law** or coroner's inquest in connection with a case arising from the employee's duties 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

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- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

ARTICLE 15 - PREGNANCY AND PARENTAL LEAVE ~~OF~~ ABSENCE

15.01 Pregnancy and Parental Leave

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

15.02 Pregnancy Leave

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

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

- (b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of *the* Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she *is* able to resume her work.

Additional leave of absence may be taken under Article 15.11, Parental leave

- (d) Notwithstanding Article 15.10 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total amount of **SUB** payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

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

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

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

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

15.03 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 15.04 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

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

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

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

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

15.06.

- 15.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 15.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- 15.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing, that she intends to take parental leave.

15.10 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 within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

- e) Notwithstanding Article 15.11 (a) above, an employee must complete ten (10) months of continuous service immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee to be eligible to be paid a supplemental Employment Insurance Benefit.

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

That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings (which for part-time employees shall include any in-lieu payment, if applicable) and the sum of her weekly rates of Employment Insurance Benefits. In any week, the total

amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

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

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

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

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

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

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

Article 16 Hours of Work and Overtime

- 16.01 This article defines the normal hours of work for a full-time employee, and is not a guarantee of work per day or per week or a guarantee of days of work per week.
- 16.02 Subject to normal business requirements, and reserving the Employer's right to change, the standard working hours for all departments of the Employer shall be 37.5 hours per week and 7.5 hours per day.
- 16.03 Work schedules covering a six (6) week period will be posted at least one (1) week in advance.
- 16.04 Except as hereinafter provided, authorized work performed by an employee in excess of seven and one half (7 ½) hours in any day or seventy-five (75) hours bi-weekly shall be paid at the rate of one and one-half times that employee's hourly rate.
- 16.05 Subject to normal business requirements, the Employer will endeavour to arrange work schedules so that all permanent employees will receive one weekend off in two.
- 16.06 Each employee must obtain from his or her Supervisor's authorization in writing in advance of his or her overtime work before overtime rates will be paid.
- 16.07 Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length	Break
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Up to	
More than 5.5 hours	Two 15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift.

If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.

- 16.08** (a) Employees shall report for work as scheduled. The employees may, with the consent of the Employer (not to be unreasonably withheld) arrange to change shifts with appropriately qualified other employees. The Employer may request a statement in writing from such employees and shall not be responsible or liable for overtime rate claims and non compliance with any other provisions of this agreement as a result of the exchange of shifts. Requests to switch shifts must be made in writing, signed by both parties and approved by the supervisor prior to the shift exchange.
- (b) Part time and casual employees are expected to be reasonably available for on call shifts. Employees on the call-in list are expected to inform the Employer of their availability. Employees cannot remove themselves from call in availability for certain months only. See letter of understanding for the Call in procedure

16.09 Employees shall not be required to rotate shifts except by mutual agreement.

16.10 Shift Premium

A shift premium is to be paid for all hours worked between 1500 hours and 0700 hours in the amount of 28 cents per hour.

16.11 Weekend Premium

Employees shall be paid fifteen (\$.15) cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

ARTICLE 17 - JOB POSTING

- 17.01 (a) In the event vacancies occur in existing job classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy) or new jobs are created, the Employer will post such new jobs or vacancies for a period of ten (10) calendar days, and shall stipulate the qualifications, classification, rate and department/unit before new employees are hired, in order to allow employees with seniority to apply.
- (b) The successful applicant for a job posting to a higher rated job group, shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (c) The successful applicant for a lower job group or reclassified due to performance or layoff or any other reason as determined by the Employer acting within the scope of Article 3, the employee will receive the

corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

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

17.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as he sees fit.

17.03 No external applications will be considered until the internal process is exhausted.

17.04 All applications received will be considered within fourteen (14) days of the end of the posting procedure. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

If the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire outside help.

17.05 The successful applicant in a new job classification shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337%) working hours. No employee shall serve a Trial Period in a Job Classification which they have previously held. The trial period may be extended by mutual agreement, but in any case, no longer than an additional one hundred and twelve and one-half (112%) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:

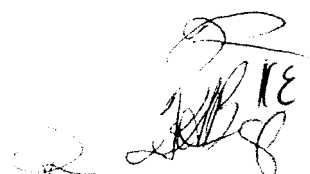
- (i) The employee feels that she is not suitable for the position, and wishes to return to her former position; or
- (ii) The Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

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

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

17.06 Positions Outside of the Bargaining Unit

An employee who accepts a position with the Employer which results in a transfer outside the Bargaining Unit shall retain their seniority as accumulated up to the date of their transfer outside the Bargaining Unit.



Not more than one **(1)** such person may be returned to the Bargaining Unit within the term of the agreement.

If such an employee returns to the Bargaining Unit, the return shall be to his/her former job classification embracing comparable job duties to that which he/she held prior to his/her transfer outside the Bargaining Unit, providing such return does not result in the lay-off or bumping of an employee holding greater seniority.

An Employee covered by this Agreement shall not be transferred to a position excluded from this Agreement unless he/she agrees to such transfer.

- 17.07** It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time employees.
- 17.08** Upon request to the supervisor, 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.
- 17.09** (a) Where vacancies are posted for positions within the full-time bargaining unit and no applicants within the full-time unit are successful in obtaining the positions, applications submitted for such posting from part-time employees will be considered prior to Consideration of persons not employed by the Employer. In the event one **(1)** or more part-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.
- (b) Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees will be considered prior to consideration of persons not employed by the Employer. In the event one **(1)** or more full-time employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal the applicant with the greatest seniority shall fill the vacancy provided she can perform the work.
- 17.10** Temporary Vacancies
- (a) Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working less than thirty **(30)** hours a week shall be given the first opportunity to fill temporary vacancies, subject to **17.10** (d). The Employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.
- (b) An employee returning from leave of absence shall have the right to return to her former position if available. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain his/her part-time status during the temporary full-time period up to twelve **(12)** months. Should the Temporary Vacancy for whatever reasons extend beyond the twelve (12) months

the employee shall be considered as a Full Time employee for the duration of the vacancy. Should the position become vacated by the original incumbent at any time the position shall be posted as per the Job Posting procedure. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

- (c) An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.
- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

17.11 Employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not as a result of such extra work, change her employment status (i.e. part-time, full-time).

ARTICLE 18 - EMPLOYEE FILES

18.01 Records of disciplinary action will be removed from employees' personnel files after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface (i.e. residents and families) where the record will remain on file.

18.02 Employees shall be allowed access to their personal records at reasonable times during normal business hours.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Employer will provide a separate bulletin board in a mutually satisfactory location on the premises for the convenience of the Union in posting notices of Union activity. All such notices must be signed by the proper officer of the local Union and submitted to the Administrator or his authorized representative for approval before being posted.

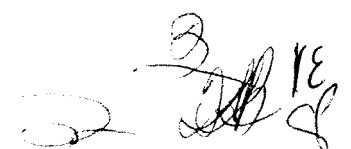
ARTICLE 20 - UNIFORM ALLOWANCE

20.01 The Employer will supply an allowance for cleaning any uniforms or special style of clothing it requires to be worn by employees subject to the following:

Amount: \$.07 per hour. To be paid in one annual installment by the final pay in February of each year.

ARTICLE 21 - SICK LEAVE

21.01 Pay for sick leave is for the sole and only purpose of protecting full time employees against loss of income and will be granted to all employees on the following basis:



- (a) Absence for injury compensable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
- (b) Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar week during any one illness.
- (c) The employee shall apply for E.I. sick leave for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.
- (d) The Employer will pay one hundred percent (100%) of the billed premium for full-time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty-six and two thirds (66 2/3) percent of scheduled straight-time wages lost.
- (e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity payments shall be mailed directly to the employee's home or paid by direct deposit.
 - (i) Weekly Indemnity participation is voluntary for all employees.
 - (ii) Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.
 - (iii) An employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enrol at the sign up opportunities in June of each year to be effective September subject to evidence of insurability satisfactory to the carrier.
 - (iv) Notwithstanding(c) above;
 - (i) An employee who averages over sixty-six (66) hours paid every two weeks in any six (6) month pro-rata period shall be automatically enrolled at the commencement of the next sign up period,
 - (ii) An employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks will be automatically enrolled within one (1) month of the successful posting.



(iii) An employee with an increase in their prorated percentage of twenty percent (20%) or greater, above the prorated period immediately prior, may enroll at the commencement of the next sign up period, without evidence of insurability.

(f) 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 provisions will not be counted against the employee's vacation credits.

it is understood that the employer shall, reschedule vacation for an employee who requests it as a result of their vacation being interrupted by a serious illness requiring in/out patient hospitalization either immediately prior to or during the scheduled vacation.

(g) The Employer may request proof of disabling accident or sickness:

(i) For any reason 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.

(h) 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 the 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 ½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits for that day of absence.

(i) The Employer will notify the employees of their accumulation of sick leave on request.

(j) 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 15.08, check article number**

21.02 If an employee returns to work within thirty six (36) months following commencement of an illness and the employee's former permanent position still exists, the employee will be returned to her former position, if available. All employees who were filling vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

21.03 The employer must file the record of employment (ROE) within 7 calendar days following interruption of earnings.

21.04 Annual Medicals



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

21.05 Sick Leave Certificates

If the employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the employer will pay for the certificate. In the alternative, the employer may require an employee to attend an independent physician 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.

21.06 Human Rights Accommodation

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

ARTICLE 22 – Paid Holidays

22.01 The following days are paid holidays under this agreement:

New Year's Day	Thanksgiving Day
Good Friday	Canada Day
Victoria Day	Christmas Day
Civic Holiday	Boxing Day, Dec. 26

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

- (a) Be a permanent employee;
- (b) **Work his scheduled regular day of work immediately preceding or his scheduled regular day of work immediately following the holiday, unless is absent due to illness as confirmed by a doctor's certificate if required by the Employer.**

22.03 If an employee is not scheduled to work or on vacation on a holiday and qualifies under Article 22.02, the employee shall, either

- (a) Be paid his regular wages for that day: or
- (b) **Designate as a lieu day that is no later than ninety (90) days next following the relevant holiday and the day so designated shall be deemed to be the holiday.**

- 22.04** Where an employee is required to work on a holiday, the Employer shall pay the employee for each hour worked on the holiday one and one-half times his regular rate and, where the employee qualifies under *Article 22.02*, his regular wages in addition thereto. Should an employee wish to take a lieu day instead of regular wages, the employee must advise the office manager in writing at least 3 days in advance of the pay ending date.
- 22.05** The hours an employee works on a holiday shall not be taken into consideration in *calculating* any overtime pay to which the employee is entitled for the work week in which the holiday occurs [counts eight (8) hours only].
- 22.06** If an employee's employment terminates before a day substituted for a holiday under *Article 22.03(b)* the employee shall receive his regular wages for that day in addition to any other payment to which he is entitled.
- 22.07** An employee who has met the qualifier for a paid holiday is deemed to have qualified for lieu day pay.
- 22.08** Payment for holiday pay shall be in accordance with the Employment *Standards* Act as amended from time to time.
- 22.09** Employees working over the Christmas period will receive Christmas Eve and Christmas Day off work one year and then in the next year they will receive New Years Eve Day and New Years Day off work. The Employer shall endeavor to accommodate special circumstances.
- 22.10** Employees are required to schedule and use all their lieu and float days by the end of each calendar year. Where an employee has not scheduled their lieu or float day by September 30th in any year the employer shall schedule the day.
- 22.11** There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday.

ARTICLE 23- VACATIONS

- 23.01** For the purpose of calculating eligibility, the vacation year shall be 52 weeks commencing from the 1st pay in January each calendar year and ending with the last pay in December of each year.
- 23.02** Vacations are not cumulative from year to year and **all** vacations must be booked by September 30 of each year. Employees shall not waive vacation and draw double pay.
- 23.03** Where **Employee/s** have not scheduled outstanding vacation by September 30 in any year, the Employer shall schedule all outstanding vacation time.
- 23.04** Employees who have not completed their probationary period as of the last pay in December each year, will receive four percent (4%) of their gross earnings during the vacation year.
- 23.05** Employee's who have completed their probationary period as at the last pay in December of each year, will be granted one **day's** vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such

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employees will be four percent (4%) of gross earnings, exclusive of taxable benefits, during the vacation year.

23.06 Effective the beginning of the vacation year closest to date of ratification or award.

Employees who are regularly scheduled to work 75 hours biweekly shall be paid vacation pay for their weeks of vacation entitlement at their current rate of pay. Vacation entitlement shall be as per Article 23.08 below.

23.07 If an employee who is regularly scheduled seventy-five (75) hours on a bi-weekly basis, works less than 1500 hours in the vacation year, she shall receive vacation pay as a percentage of gross earnings in accordance with Article 24.08 below.

23.08 All employees who are regularly scheduled less than seventy-five (75) hours on a bi-weekly basis, shall be entitled to vacation pay accrued during the period identified in 24.01, based upon the applicable percentage of their gross earnings (less taxable benefits) provided in accordance with the vacation entitlement for employees who are regularly scheduled seventy-five (75) hours on a bi-weekly basis on the following basis:

After 1 year	2 week entitlement	4%
After 3 years	3 week entitlement	6%
After 8 years	4 week entitlement	8%
After 15 years	5 week entitlement	10%
After 22 years	6 week entitlement	12%
After 28 years	7 week entitlement	14%

23.09 Part-time employees will be paid vacation pay in accordance with the above entitlement on gross earnings. Equivalent years of service will be based on 1800 hours paid equals one (1) year of service.

23.10 Employees scheduled for less than 75 hours bi weekly shall be paid their accrued vacation pay on a prorated basis at the time they take their vacation.

23.11 ■ Unscheduled part time employees shall be paid out their vacation pay annually on the first pay in January of each year.

23.12 Vacation pay will be paid on the normal pay date.

23.13 Where an employee's employment is terminated he shall be paid any accrued vacation pay owing on his final cheque.

23.14 A blank vacation schedule shall be posted by March 1st until April 15th each year for the purposes of submitting vacation requests. The Employer shall post the approved vacation schedule no later than May 7 of each year.

23.15 Granting of requests will be based on the operations of the department /classification and will be granted subject to seniority, requests submitted after the fact will be granted on a first come first serve basis. Vacation requests which are not received by the dates specified above will only be granted if operational requirements are met. Any such requests must be submitted a minimum of two weeks before the start of the requested vacation.



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ARTICLE 24- SCHEDULE OF WAGES AND JOB CLASSIFICATIONS

24.01 (a) Employees shall be classified and paid in accordance with Scheduled "A" which is attached hereto and forms part of this collective agreement.

(b) The Employer will confer with the Union before the establishment of any new classifications within the bargaining unit and the rate of pay of the new classification.

25.02 The fact that a job classification is provided for in Schedule "A" does not require the Employer to employ any employees or any particular number of employees in that job classification.

25.03 (a) Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1800 hours worked at the "start rate" to the "one year rate" and so on.

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

(c) Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the WSIA shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.

25.04 The Employer will recognise recent related experience on the basis of one (1) annual increment For each one (1) year of service up to the maximum of the grid. Part-time service shall be recognised on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so she shall not be entitled to recognition.

ARTICLE 25 - New and Revised Classifications

25.01 New Classification

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



The Employer will confer with the Union before the establishment of any new classifications within the bargaining unit and the rate of pay of the new classification.

25.02 Revised Classification

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

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

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

Article 26 – Temporary Assignments

26.01 An employee who is assigned temporarily to a classification with a higher hourly rate shall receive the higher rate while carrying out that assignment provided the assignment is for more than four (4) consecutive hours.

26.02 An employee who volunteers for or requests temporary assignment to a classification with a lower hourly rate shall be paid at that lower rate for hours worked on that assignment.

ARTICLE 27 - HEALTH AND WELFARE BENEFITS

27.01 The Employer agrees to pay 100% of Ontario Health Insurance premium (OHIP) or whichever is applicable.

27.02 Major Medical

The Employer shall continue to provide a Major-Medical ~~\$10-\$20~~ no co- insurance plan for all employees covered by this agreement, who have completed their probationary period. The Employer shall pay one hundred percent (100%) of the billed ~~single/family~~ rate, whichever is applicable, for employees who participate in the plan. If an employee is otherwise covered, the Employer shall not be obligated to contribute.

27.03 Vision Care

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The Employer shall pay one hundred percent (100%) of the billed premium for vision care plan with \$140.00 coverage. If an employee is otherwise covered, the Employer shall *not* be obligated to contribute.

27.04 Life Insurance

The Employer shall continue to pay one hundred percent (100%) of the cost of a life insurance of \$30,000.00 per employee covered by this agreement, effective within 30 days following ratification.

Each part time employee who is regularly scheduled a minimum of fifteen (15) hours bi weekly shall be provided with \$15,000.00 Life Insurance which will be paid 100% by the Employer. Effective within 30 days following ratification.

27.05 Drug Card

There shall be a Drug Card with a \$7.50 dispensing fee cap and a \$1.00 deductible per prescription.

A Positive Enrolment provision will be included

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor. The parties will meet to discuss the implementation of this modification to the drug plan.

27.06 Dental Plan

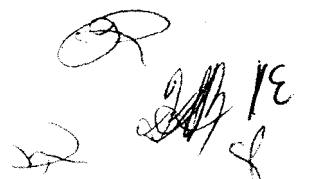
The Employer will contribute on behalf of each eligible employee fifty percent (50%) of the billed premium under Dental Plan #9 or equivalent based on the preceding year's ODA fee schedule, subject to the terms and conditions of such plan and the carrier's requirements as to minimum enrolment. Effective within 30 days following ratification.

27.07 In lieu of O.H.I.P., life insurance, major medical, vision care, and sick leave, all part-time employees shall receive sixty cents (\$.60) for each hour worked in addition to regular wage rates.

27.08 Change of Carriers

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargaining for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter between the employee and the insurer. The Employer will notify the Union if it intends to change the Insurance Carrier. Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

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



- (b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.
- (c) If the grievance is not resolved as aforesaid, or if the parties fail to meet within the time limit, then the grievance shall be referred to a single arbitrator to be selected alternately from the list of arbitrators hereinafter provided
- (d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.
- (e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.
- (f) The arbitrators for this process shall be Reva Devins and Deena Baltman. If additional arbitrators are necessary, Martin Teplitsky shall remain seized to appoint these, if the parties are unable to agree.
- (g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union in cases where the benefit is self-insured and by the insurers and the Union where the benefit is insured.

- (i) This process shall commence immediately for all self-insured benefits. Upon the expiry of any contracts of insurance for benefits, this process shall then apply to insured benefits. It is the responsibility of the Employer to obtain insurance which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.
- (j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review is to avoid the cost and expense associated with the exercise of these rights.
- (k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.
- (l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances upon the consent of all parties or if such consent is not forthcoming, with the approval of Martin Teplitsky, such approval to be obtained by a conference call, the grievance shall be transferred to the ordinary grievance/arbitration process.

27.09

Pension Plan

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

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

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

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

All other payments, premiums, allowances etc. are excluded

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

.02 Each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to 4% (four percent) of applicable wages to the Plan. The Employer shall match such contributions, the amount being 4% (four percent) of applicable wages.

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

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

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

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

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

The information required to be provided by the employer may be provided in the form normally maintained by the Employer, whether on computer disc. manual

records. or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, *the* Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

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

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

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

(i) To be Provided Once Only at Plan Commencement

Date of Hire
Date of Birth
Date of first Remittance
Seniority List to 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

Name
Social Insurance Number
Monthly remittance
Pensionable Earnings (Employer portion of arrears owing **due** to error, or late enrolment by the Employer)

(iii) To Be Provided Periodically

Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
Termination date when **applicable**

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

Gender
Marital Status

.06 If there is an allegation of non payment of pension contributions, the Union will file a grievance, along with a copy of the grievance to **Mr. Teplitsky**. **Mr. Teplitsky will** contact the Employer **who** will respond with seven (7) days. If there is no resolution, **Mr. Teplitsky** will convene a hearing to determine the matter within thirty (30)days.

.07 Where legislation or the Plan prohibits an employee from contributing to **NHRIPP** because of age, an amount equivalent to the deductions in Article

27.09.02 will be directed to a Mutual Fund of the employee's choice

27.10 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

27.04 ~ reduce life insurance by 50%

27.02 ~ Major Medical

27.03 ~ Vision Care

27.06 ~ Dental

LOU ~ Prorata Formula

21.01 (b) ~ First two weeks of the short term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive the in lieu to part time employees.

ARTICLE 28- PAY DAYS

28.01 Employees will receive their pay on a bi-weekly basis through automatic deposit. This deposit shall be available for the employees to withdraw no later than every second Friday at 9:00 a.m.

ARTICLE 29- TIME RECORDS

29.01 No allowance will be made for time on the time records prior to or after the regular starting time, without authorization by a Department Head. Unless the Department Head's authorization is secured on each occasion, the additional time shown on the time record at the commencement of a work period will be considered as time not worked.

ARTICLE 30- REPORTING FOR WORK

30.01 An employee who is required and scheduled to report for work and reports shall be given a minimum of four (4) hours work or wages in lieu thereof. This provision shall not apply

- (a) To employees who have been notified not to report to work;
- (b) To employees who are required to call in before reporting to work, and fail to do so;
- (c) If lack of work is due to circumstances beyond the Employer's control, e.g. plant breakdown, fire, flood, etc.

30.02 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 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift.

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Note: This provision shall not apply where the RPN is replacing the RN and performing the normal RPN job function with no additional duties of the RN being assigned.

- (a) Where there is neither an RN nor a Supervisory employee (or above), who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

It is understood and agreed that only one of the above noted premiums will apply at any one time.

ARTICLE 31 - CALL BACK GUARANTEE AND CALL IN

31.01 When an employee is called back to work after leaving the nursing home premises upon completion of his shift, such employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half his 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.

31.02 Where the call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of regular shift at the rate of time and one-half (1 1/2) after which they shall revert back to the regular shift.

- 31.03**
- (i) "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.
 - (ii) Where the Call-In is requested within one-half 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.
 - (iii) If the employee reports for work within one (1) hour at the request for call-in, then the Employer will guarantee a minimum of four (4) hours work.
 - (iv) 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
 - (v) See LOU for Call In Procedure

ARTICLE 32- HEALTH AND SAFETY

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

32.02 Comprehensive policies on resident handling and safe work practices shall be reviewed by the Joint Health and Safety Committee annually.



32.03 A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

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

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

32.04 The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative. Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

32.05 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the 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.

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a Ministry of Labour/Health and Safety inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

32.06

The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s.51, s.52, and s.53 of the Act and 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 occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

32.07 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.

32.08 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

32.09 The parties further agree that suitable subjects for discussion as the Joint Labour Management Committee will include aggressive residents. The Employer will review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviours. Such policies will include but not be limited to:

- Designing safe procedures for employees.
- Providing training appropriate to these policies.
- Reporting all incidents of workplace violence.

32.10 The Employer shall:

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

32.11 A worker shall:

- o Work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- o Use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- o 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
- o 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.

32.12 Injured Workers Provisions

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a

reasonable distance or to the worker's home. The employer shall pay for the transportation.

32.13 Infectious Diseases

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

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

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

32.14 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

32.15 Day of Mourning

Each year on April 28 at 1 ■00 am, one minute of silence shall be observed in memory of workers killed or injured on the job.

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

It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

32.17

The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in workplaces, including, but not limited to:

1. Musculoskeletal Injury Prevention
2. Needle Stick Injury Prevention
3. Personal Protective Equipment

Training designed to ensure competency under the Act for those persons with supervisory responsibilities

32.18 The Employer will use its best efforts to record and report all needlesticks and sharps incidents

32.19 No Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union **will** then initiate a complete and joint investigation of the **complaint** and report the findings back to the complainant who shall be accompanied **by** a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

ARTICLE 33 - WORK OF THE BARGAINING UNIT

33 01 Except in cases of emergency, persons excluded from the bargaining unit shall not perform duties performed by employees in the bargaining unit which shall directly cause or result in the lay-off or loss of seniority to employees in the bargaining unit.

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

33.03 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 34 CONTRACTING OUT

34.01 The Employer shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a lay-off 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 35 – WORKPLACE SAFETY INSURANCE BOARD (WSIB)

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

- (i) The Employer shall continue to pay his share of any and all health and welfare benefits for the period of the absence.
- (ii) in the case of an absence due to a compensable accident, where the anticipated length of such absence is three (3) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure of this Agreement. Where the anticipated absence is less than three (3) months, the Employer may fill the position at his discretion.
- (iii) The injured employee shall have a period of thirty six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued and within which she shall have the right to return to work upon the recommendation of the Workplace Safety Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.
- (iv) If an employee returns to work within the thirty six (36) month period mentioned in Article (c) above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)
- (v) If, on the recommendation of the Workplace Safety Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available in a classification which is covered by this Agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.

Handwritten signature and initials, possibly "S. J. B. VE", in the bottom right corner of the page.

ARTICLE 36 - MAINTENANCE OF BENEFITS

36.01 The Employer shall maintain its share of all health and welfare benefits, provided the employee maintains their share of the premium payments as applicable, for a period of twelve (12) months while an employee is absent for reasons of illness or disability, and while on maternity or adoption leave, and seniority and service shall continue to accrue.

ARTICLE 37 - WORKPLACE ORIENTATION

37.01 The Employer will endeavour to provide at least two (2) days of orientation for nursing staff and at least one (1) day for other staff.

ARTICLE 38 - PRINTING

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

ARTICLE 39 - EDUCATION AND TRAINING FUND

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

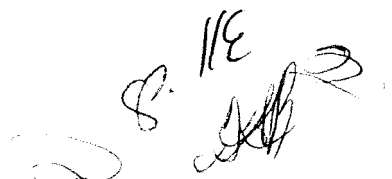
ARTICLE 40 - TERM

40.01 This Agreement shall be effective from May 1, 2007 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 that it desires to amend or terminate this Agreement.

40.02 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 Labour Relations Act, of the Province of Ontario, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

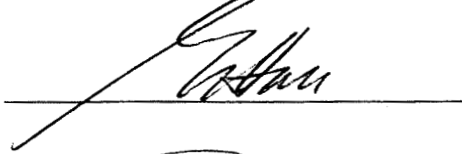
40.03 Retroactivity will be paid within 2 pay periods following ratification. Retroactivity will be based on hours paid.

The Employer will contact the former employees on payroll at May 1/07 at their last known address within 30 days of the date of ratification, where the former employee is entitled to retroactivity, and advise of entitlement and give the former employee 30 days to claim entitlement. Failure to do so within this time frame, their claim will be deemed to be abandoned Unless otherwise specified, the above applies to wages only.



DATED AT Stouffville this 5th day of June 2009

BLOOMINGTON COVE MANOR INC.

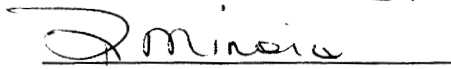


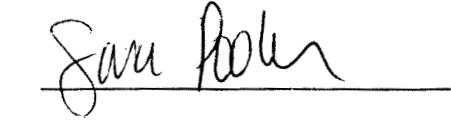


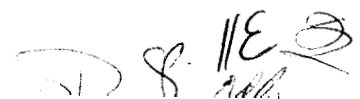


SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 1 Canada









Schedule A

		May 1/07	May 1/07 RPN ADJ. (+ 3%)	May 1/08 (+3%)	may 1/08 RPN ADJ. (+.30)	May 1/09 (+\$2.60)	May 1/09 RPN ADJ. (+.30)
RPN	prob	20.785	21.085	21.718	22.018	22.590	22.890
	start	21.228	21.528	22.174	22.474	23.058	23.358
	one	21.826	22.126	22.789	23.089	23.690	23.990
	two	22.279	22.579	23.256	23.556	24.169	24.469
Nurse a	prob	16.429		16.921		17.361	
Activation	start	17.397		17.919		18.384	
Aide	one	17.871		18.407		18.885	
	two	18.344		18.895		19.386	
Activation	prob	16.604		17.102		17.546	
cert /	start	17.582		18.110		18.580	
diploma	one	18.046		18.587		19.070	
	two	18.519		19.075		19.571	
HCA	prob	16.604		17.102		17.546	
PSW	start	17.582		18.110		18.580	
	one	18.046		18.587		19.070	
	two	18.519		19.075		19.571	
Dietary	prob	15.646		16.115		16.534	
Hsking	start	16.439		16.932		17.372	
Ldry	one	17.016		17.526		17.982	
	two	17.459		17.982		18.450	
Cook	start	18.210		18.757		19.244	
	prob	18.674		19.234		19.734	
	one	18.962		19.531		20.039	
	two	19.642		20.231		20.757	
Handyman	start	16.109		16.592		17.024	
	prob	17.098		17.611		18.069	
	one	17.572		18.099		18.570	
	two	18.087		18.629		19.114	

Activity Aides who hold a Health Care Aide Certificate or Recreation Certificate shall receive the same rate of pay as those employees in the Health Care Aide (HCA) classification.

The parties agree to recongize the Personal Support workers, Education Accreditation as Equivalent to the Health Care Aide.

The above rates include Pay Equity.

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D S B

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204 ("the Union")

and

Specialty Care Inc. O/A Bloomington Cove
("the Employer")

For the purpose of this Collective Agreement where the Agreement refers to:

Full time that is defined as an employee regularly scheduled to work **75** hours **bi-weekly**.

Permanent Part time shall be defined as an employee who ~~is~~ regularly scheduled to work **48** hours **bi-weekly** but less than **75** hours.

Part time shall be defined as an employee who is scheduled to work **up to 48** hours **bi-weekly**.


Unscheduled Part time have no regularly scheduled hours on a **bi-weekly** basis.

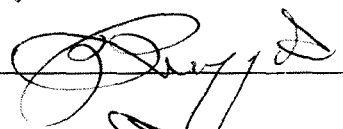
It is also understood and agreed that for the purposes of proration of benefits, Robina VanDerLaan, RPN and Joanne McPeak, RPN **are** regularly scheduled to work **60** hours **bi-weekly** and shall continue to receive their benefits at the same level as **75** hour employees.


DATED AT Stouffville this 5th day of June 20

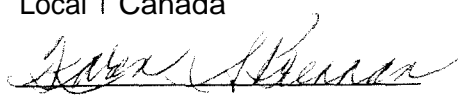
Specialty Care Inc O/A Bloomington Cove

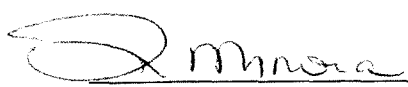
Service Employees International Union,
Local 1 Canada




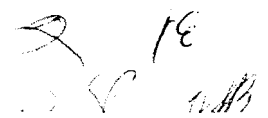












BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204 ("the Union")

and

Specialty Care Inc, O/A Bloomington Cove
("the Employer")

RE: Call in Procedure

In an attempt to provide fairness and equity in a Call In process, the following shall apply to all employees who are regularly scheduled for less than 75 hours bi weekly and the process is not intended to place employees in an overtime situation. Once an employee has achieved 75 hours in a bi weekly pay period they shall be by passed for future shifts during that pay period.

a) Short notice call ins:

Extra shifts required to cover sick calls and no shows shall be offered in the following order:

1. Employees who are regularly scheduled to work less than 75 hours bi weekly, and are interested in working up to 75 hours.
2. Employees shall be scheduled for shifts as equitably as possible for according to their availability;
3. Call ins for short notice shifts shall be on a rotating basis by order of seniority. Calls will be made on a rotating basis, with each subsequent call starting with the person under the last person who accepted a call in. (Staffing Co ordinator will not be required to leave messages therefore it is advised that employees check the rotating call schedule on a daily basis.
4. Employees who are regularly scheduled for 75 hours will only be called after the less than 75 hour employees list has been exhausted. Calls shall be on a rotational basis.

b) Extra shifts to cover planned absences (vacation, Lieu days or LOA's shall be offered as follows:

1. Employees who are regularly scheduled to work less than 75 hours bi weekly, and are interested in working up to 75 hours.
2. Employees may be offered up to 3 shifts at a time.
3. Every effort will be made to follow this call in list.

The parties agree that they shall meet as needed to review the call in practices and alter as needed. If the parties reach an impasse, it may be referred to the grievance procedure at step 2.

For the replacing of all shifts, each shift shall be filled as it is received, there will be no shopping of shifts. If the employee is not available for a particular shift, the scheduling coordinators will indicate where the call ins stopped for that shift. Planned absences shall be administered by the scheduling co ordinator who shall also indicate where the assignments of planned absence shifts stopped each day there has been an

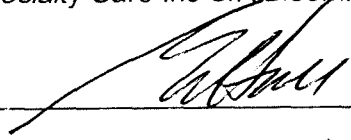


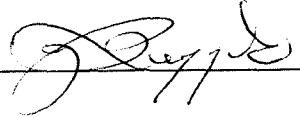
assignment. Planned absences and sick calls / no shows will be placed on the communication board, so that staff can anticipate when they will be called.

This LOU shall expire upon the expiry of the collective agreement and is subject to the normal bargaining process.

DATED AT Stouffville this Sunday of June 20 .

Specialty Care Inc O/A Bloomington Cove







Service Employees International Union,
Local 1 Canada

