

UNIT NO.

264 - Erin Meadows Mississauga
279 - Humber Heights Toronto
280 - Riverside Glen Guelph
281 - Sandalwood Park Brampton
282 - Tansley Woods Burlington
283 - Taunton Mills Whitby
757 - University Gates Waterloo

COLLECTIVE AGREEMENT

BETWEEN

SCHLEGEL VILLAGES INC.

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA**

FULL AND PART-TIME BARGAINING UNITS

EFFECTIVE: APRIL 1, **2019**

EXPIRY: MARCH 31, **2022**

14288-06

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain an orderly collective bargaining relationship between the Employer and the Employees concerned, and to provide for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all Employees within the Bargaining Unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its Long-Term Care and Retirement Home Employees in the following locations (except The Village of Riverside Glen Retirement Home; 60 Woodlawn Road East, Guelph N1H 8M8) located at the following addresses: The Village of Tansley Woods (1999 Itasbashi Way, Burlington L7M 4W8), The Village of Sandalwood Park (425 Great Lakes Drive, Brampton L6R 2W8), The Village of Erin Meadows (2930 Erin Centre Blvd., Mississauga L5M 7M4), The Village of Humber Heights (2245 Lawrence Avenue West, Etobicoke M9P 2A2), The Village of Taunton Mills (3800 Brock Street North, Whitby L1R 3A5), The Village of Riverside Glen Long-Term Care Facility (60 Woodlawn Road East, Guelph N1H 8M8) The Village of University Gates (250 Laurelwood Drive, Waterloo, N2J 0E2), save and except nurse managers, registered nurses, physiotherapists, occupational therapists, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, and all person providing contractual services.
- 2.02 The Employer undertakes that it will not enter into any other agreement or contract with those Employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 2.03 Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun where the context so applies.
- 2.04 Where the singular is used, it may also be deemed to mean the plural, within the appropriate context.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and shall remain solely with the Employer unless modified by the express terms of this agreement and, without limiting the generality of the foregoing; it is the exclusive function of the Employer:
- (a) to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the facility;

- (b) to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations;
- (c) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline Employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification or a claim that an Employee who has completed her probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary Employee shall be at the sole discretion of the Employer;
- (d) to have the right to plan, direct and control the work of the Employees and the operations of the Employer. This includes the right to introduce new and improved therapeutic methods, facilities, equipment, to control the amount of supervision necessary, combining or splitting up of departments or positions, create or modify work schedules, and the increase or reduction of personnel in any particular area or on the whole.

ARTICLE 4 - DEFINITIONS

4.01 Full-time Employee is defined as an Employee in the bargaining unit who is employed on a regular basis for more than twenty-two and one-half (22½) hours per week.

4.02 Part-time Employee is defined as an Employee in the bargaining unit who is employed on a regular basis for twenty-two and one-half (22½) hours or less per week.

4.03 Unscheduled Part-Time

An unscheduled part-time Employee is a part-time Employee who is called to work on a call-in basis, but who does not work a regular schedule, or does so only for a specified purpose or period of time. Such Employee has the option of refusing work when it is made available to her, however, she must provide the Employer with her availability for work and update it bi-weekly unless it has not changed and be available a minimum of 1 weekend and 3 weekdays monthly. In any case, she may not unreasonably refuse shifts offered to her.

4.04 Full-time seniority is defined as the length of continuous employment with the Employer in the bargaining unit.

4.05 Part time seniority is defined as the accumulated total of all hours paid by the Employer while employed in the bargaining unit.

ARTICLE 5 - UNION SECURITY

- 5.01 (a) Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee because of membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.
- (b) No Discrimination
- The Union and the Employer agree to abide by the Human Rights Code.
- 5.02 (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 be subject to regular monthly Union dues to be deducted from their wages and remitted to the Union. The Employer agrees to deduct an initiation fee from all new hires and submit to the Union office with the dues.
- (b) The Employer agrees to forward a list of dues deductions in an electronic format, showing names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leaves of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the Employees for whom deductions have been made.
- 5.03 (a) Deductions shall be made from each pay of each month and forwarded to the Union Office on or before the 10th day of the following month in which deductions are made.
- (b) Union dues shall not be deducted during a pregnancy or parental leave and the Employer has no responsibility for Union dues while an Employee is off on pregnancy or parental leave.
- 5.04 The Union and its members shall hold the Employer harmless with respect to any liability, which the Employer might incur as a result of deductions and remittances.
- 5.05 It is mutually agreed that arrangements will be made for the Chief Union Steward or a Union Steward, with the prior approval of the Employer, to interview each new Employee once during the first month of employment for the purpose of informing such Employee of the existence of the Union in the facility and to provide the Employee with the opportunity to join the Union. The Employer shall advise the Chief Steward monthly as to the names of the new Employees. The duration of the interview shall not exceed fifteen (15) minutes.

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of

the words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act, R.S.O.

ARTICLE 7 - UNION COMMITTEE AND STEWARDS

7.01 It is mutually agreed that the Union has the right to elect or otherwise select a negotiating committee consisting of one (1) Employee from each Long-Term Care Home and one (1) Employee from each Retirement Home. Union Bargaining Committee members shall receive the regular straight time hourly rate for all time lost from their regularly scheduled hours because of direct negotiations between the Employer and the Union. Employees scheduled to work on an evening or night shift which starts on the same calendar day as a day of negotiations shall receive paid straight time off for the actual day of negotiations.

7.02 The Employer shall recognize a separate Union Committee for each Long-Term Care Home and for each Retirement Home. Each Committee will be composed of three (3) Employees who work at the Home they have been chosen to represent. One Committee member shall be the Chief Steward. The Employer shall recognize these Committees for the purposes of handling any grievances and other Union business. The Employer shall be advised of the names of the members of these Committees and shall be notified of any changes from time to time. All members of the Committee shall be regular Employees of the Employer who have completed their probationary period.

7.03 (a) The Union Committee members shall not engage in Union activities during working hours, or hold meetings at any time on the premises of the Employer without the permission of the Employer. It is acknowledged however, that this may be necessary for the prompt processing of Union business during working hours. In these situations, the Union Committee members will first obtain the Supervisor's permission before undertaking Union business. When such Union business has been completed, the Employee will advise the Supervisor. Such permission will not be unreasonably withheld.

(b) The Union Committee Members and the grievor shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings on the Employer's premises with representatives of the Employer.

7.04 Labour Management Committee

There shall be separate Labour-Management Committees for each Long-Term Care Home and for each Retirement Home. 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 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. These matters shall not include issues that are properly the subject of grievances or issues that are properly the subject of negotiations for the amendment or renewal of this Agreement.

A representative attending such meetings shall be paid for lost wages from regular scheduled hours. A Union staff member may attend as a representative of the Union. Meetings will be held quarterly unless otherwise agreed.

7.05 CMI/RAI MDS 2.0 Results

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practical after the receipt of their annual CMI/RAI MDS 2.0 (as amended) 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 (as amended) results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 (as amended) 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.

7.06 Lockable Storage

The Employer will provide lockable storage for the Union to use at each facility. The Union will supply its own lock.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

A grievance is defined as a complaint or dispute concerning the interpretation, application, administration, or alleged violation of this agreement.

Step No. 1

- (a) Any Employee having a grievance will make known to her immediate supervisor the fact that she has a grievance within seven (7) calendar days after the incident giving rise to the grievance.

- (b) Within seven (7) calendar days of this notification, the immediate supervisor will have a meeting with the Employee for the purpose of discussing the grievance. The Employee may have her committee person present during this verbal discussion, if the Employee so desires.
- (c) The immediate supervisor shall state her decision verbally within seven (7) calendar days from the date of this discussion.

8.02 Step No. 2

- (a) If the Employee is dissatisfied with the decision of the immediate supervisor, the grievance shall be placed in writing and shall state the nature of the grievance and the redress sought.
- (b) This written grievance, signed by the Employee, must be presented by the committee person to the General Manager or her designated representative within seven (7) calendar days from the date of the immediate supervisor's reply in the first step of the grievance procedure.
- (c) Within seven (7) calendar days of receipt of the grievance, the General Manager or her designate representative will arrange a meeting with the Union. If desired, the Employer will be represented by the immediate supervisor and General Manager or their designate(s). The Union will be represented by the Union Representative (or designate), one committee person, the grievor, and the committee persons not at work.
- (d) Within seven (7) calendar days of this meeting the General Manager or her designated representative shall render her decision in writing.

8.03 Time Limits Imposed on Grievances

- (a) Any of the time allowances above may be extended by mutual agreement of the parties.
- (b) Any grievance which is not made known within the time specified in this agreement or which is not processed through to the next step of the grievance procedure or carried through to arbitration within the time specified in the agreement shall be deemed to have been dropped by the party initiating the grievance and, therefore, can no longer be processed through the grievance procedure or carried through to arbitration.
- (c) Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing, or, otherwise such time limits are mandatory.
- (d) The settlement of a grievance in any of the steps of the grievance procedure shall prevent the grievance from being processed further.

8.04 (a) Discharge

A claim by an Employee who has completed probation that she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the Employee with the General Manager or her designate within ten (10) calendar days (or such longer period as may be mutually agreed upon) after the Employee has received her written discharge notice. Such grievance will be taken up at a special meeting with the General Manager or her designate at Step No. 2 of the Grievance Procedure.

Such special grievance may be settled by confirming the Employer's action in dismissing the Employee, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator.

(b) Suspension and other Discipline

An Employee, subject to disciplinary action which is to be recorded in the Employee's personnel file, shall have the right, to the presence of the Union Steward or Union Committee member, unless she advises that she does not want to have a steward or committee member present.

8.05 (a) Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

(b) Employer Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any Employee covered by this Agreement), in writing, at Step Number 2 of the grievance procedure, by forwarding a written statement of said grievance to the SEIU Union Representative, providing it is presented within fourteen (14) calendar days after the circumstances giving rise to the grievance have originated or occurred; the SEIU Union Representative shall give her decision in writing within seven (7) calendar days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration.

8.06 Group Grievance

Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving to the Department Manager or her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.07 Mediation

- (a) Where both parties agree, a grievance can be submitted to mediation. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and all discussions are done on a without prejudice basis.
- (c) The Union and Employer will share the cost of the Mediator, if any, equally.

8.08 Arbitration Process

- (a) Failing a satisfactory settlement in Step 2 of the grievance procedures, it shall be the responsibility of the party desiring arbitration to so inform the other party, in writing, within fourteen (14) working days after the Labour Relations Specialist or her representative's response. This time limit is mandatory and may only be altered by agreement between the parties.
- (b) The party making the referral to arbitration shall include in the referral no less than two (2) names of persons any one (1) of whom it proposes should be appointed as a single arbitrator for the grievance. The other party shall respond within ten (10) calendar days to accept or to offer the names of other persons any one (1) of whom it proposes should be appointed to hear the matter. In the absence of agreement between the parties within ten (10) days of the responding party's proposal, either party may request an appointment of an arbitrator by the Ministry of Labour.
- (c) The sole arbitrator will set the date for the hearing, within reasonable time delays, to permit both parties to present their case and will render a decision as soon as possible after the completion of hearing all evidence.
- (d) The decision of the sole arbitrator shall be binding and final upon both parties. The sole arbitrator shall be restricted in the award to the provisions of this collective agreement and shall not in the award add to, delete from or otherwise alter or amend any provisions of the agreement.

- (e) The parties will equally bear the fees and expenses of the sole arbitrator. Any witnesses called by the parties will be at their individual expense.
- (f) Any extension of the time limits may be made by either party, by mutual consent, in writing; otherwise all time limits are mandatory.
- (g) At any Arbitration, the parties may have the assistance of the Employee or the Employees concerned as witnesses and all reasonable arrangement will be made to permit the conferring parties or an Arbitrator to have access to any part of the Employer's property to view any working condition which may be relevant to the resolution of the grievance at a reasonable time and so as not to interfere with the function of the Employer or its residents.

ARTICLE 9 - SENIORITY

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

The Employer shall continue to pay premiums for benefit plans for Employees who are on paid leave of absence or receiving WSIB benefits 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 twenty-four (24) 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.
- (f) An Employee who becomes responsible for the full payment of subsidized Employee benefits under paragraph (b), above, must provide full payment to the Employer of the amount due each month no later than ten (10) days before the start of such month. If an Employee fails to make payment and coverage lapses, then the Employee may re-enroll in the benefits plan under the terms of 22.06. An Employee who offers payment by cheque and the cheque does not clear, will be treated as though the payment has not been made. The Employer will provide such Employee with an itemized list of benefits upon request.

9.02 Full-time Probation

A newly-hired Employee must successfully complete a probationary period of three (3) months. It is agreed that the dismissal or lay-off of a probationary Employee shall not be made the subject of a grievance.

The seniority of an Employee who has completed the probationary period shall date three (3) months prior to the date on which the Employee completed her probationary period.

Part-time Probation

A new Employee shall be known as a probationary Employee until she has worked four hundred and fifty (450) hours. It is agreed that the dismissal or lay-off of a probationary Employee shall not be made the subject of a grievance.

An Employee who has completed the probationary period shall be credited with four hundred and fifty (450) hours of seniority.

- 9.03 Any questions having to do with the observance or non-observance of seniority may be the subject of a grievance and dealt with under the grievance procedure including the arbitration provisions.

9.04 Seniority Lists

- (a) The Employer shall supply the Union office in an electronic spreadsheet and chief stewards with a set of seniority lists by department, one for each Long-Term Care Home and each Retirement Home, in January and July of each year, showing, in seniority order, each Employee's name, classification, Employment Status (i.e. full-time, part-time), rate of pay on the date the seniority list was issued and seniority, where full-time Employees will have their seniority expressed by date of hire and part-time Employees will have their seniority expressed by hours.

- (b) When compiling a seniority list in December and June of each year, the Employer shall calculate the hours for persons working less than full-time for the past six (6) month period. The average hours paid for permanent part-time Employees during that six (6) month period shall be the hours used for calculating purposes under Article 22.07.
- (c) The list shall be posted by the end of the pay period following the pay period including January 15th and the pay period including July 15th each year. Employees shall have 30 days from the date of posting in which to file a grievance if they believe that their seniority is not accurately recorded on the list. Employees who are on a leave of absence on the date of posting shall have 30 days from the first day they return to work in which to file a grievance. Failing such a grievance, Employees will be deemed to have accepted that their seniority as shown on the list is accurate for all purposes. When a subsequent seniority list is posted, and Employee may only question her seniority acquired since the last time a list was posted.

9.05 Loss of Seniority

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

- (a) Voluntarily resigns; or
- (b) Voluntarily retires; or
- (c) is discharged for cause and not reinstated through the grievance procedure; or
- (d) 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
- (e) is absent from work without a reasonable excuse for more than three (3) consecutive days for which she is scheduled to work; or
- (f) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (g) 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; or.
- (h) fails to respond within seven (7) calendar days (unless impossible) following receipt of notification of recall from lay-off; or
- (i) overstays an approved leave of absence unless extended by agreement with the Employer.

An Employee who is on leave of absence will not engage in gainful employment on such leave and if an Employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

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

9.06 The Employer will notify the Employee when his or her benefits will cease.

9.07 Transfers Between Homes

The Employer agrees that Employees may be permitted to transfer from one Schlegel Villages Inc. Long-Term Care Home or Retirement Home to another Schlegel Villages Inc. Long-Term Care Home or Retirement Home in the Province of Ontario for her own personal convenience and at her own expense, as follows:

- (a) In addition to any notice of a vacant position that may be available under Article 11.06, an Employee who wishes to transfer may notify in writing, not later than thirty (30) days after leaving her employment at a Home, the General Manager of the Home to which she would like to transfer of her desire. In her notice the Employee shall include her qualifications, present/past position, scheduling preferences (if any), and the date she would be available to commence work.
- (b) An applicant who, as a result of this transfer procedure, is permitted by the Employer to transfer from one home to another will retain her service for the purposes of establishing her rate of pay, and vacation time and vacation pay entitlements. She will use seniority earned in her new home for purposes of transfers, job postings, lay-offs and reductions in staff. She shall be paid the wage rate that corresponds to the position to which the Employee transfers. (NOTE: Where the transfer involves a change in classification and the Employee has no previous Schlegel Villages Inc. experience in the new classification, the Employee will start at the After Probation rate.)
- (c) In the event an Employee is hired (not transferred) into another Home and has recent/related experience at another Schlegel Villages Inc. Long-Term Care Home or Retirement Home, (b) above shall apply.

Transfers within a Village, Long-term Care to Retirement and vice-a-versa

- (a) An employee who makes application to transfer from Long-term Care to Retirement and vice-a-versa in the same Village will be given due consideration.
- (b) Where such employee is granted a transfer, she shall be permitted to bring her service and seniority to the new job.

- (c) Such employee will retain her service for the purposes of establishing her rate of pay, whether or not she has prior Schlegel Villages experience in the new classification. If however, the new job is a higher rated job, she shall receive the rate immediately above the rate of her prior job in the salary range of the job into which she is transferred or the After Probation rate, whichever is higher. If the position is a lower classification, she shall receive the rate of pay in the new classification immediately below her own.
- (d) Such employee shall be subject to the provisions of Article 11.05. For clarity, if she does not complete the trial period she shall be returned to her former position and salary without loss of seniority but shall have no seniority in the Home into which she is transferred.

9.08 Positions Outside the Bargaining Unit

- (a) An employee may substitute temporarily in a position outside the bargaining unit for up to twelve (12) months from the date of the assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the twelve (12) month period by giving the Employer four (4) weeks' notice. An employee who remains outside the bargaining unit beyond the period covered by this article shall lose all seniority, unless the parties agree to extend the assignment for a maximum period of an additional twelve (12) months. When the employee returns to the bargaining unit, all other employee(s) shall revert to their previous positions.
- (b) It is recommended that an employee who accepts a transfer under (a) above, will continue to pay the required minimum union dues to the Union directly for the period of the absence. Such employee will continue to acquire service while working in a position contemplated by this provision. Seniority acquired prior to the date of transfer will accrue as per Article 9.01(b) and will be frozen thereafter during the period of the assignment and the acquisition of further seniority will commence upon the return to the bargaining unit.
- (c) For the period of this assignment, the employee shall continue to participate, if she does so, in the Health and Insurance Benefits provided in Article 22.
- (d) An employee who accepts a transfer hereunder will not be assigned the responsibility to directly administer discipline to a bargaining unit employee, but may be assigned other roles in an investigation which may lead to discipline.

ARTICLE 10 - JOB SECURITY

10.01 Lay-Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual Employees.

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

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

10.02 Lay-Off 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 skills to perform the work.
- (b) An Employee who is subject to lay-off shall have the right to either:
 - (i) Accept the lay-off; or
 - (ii) First bump an Employee with less unit seniority within his or her Home 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 within the Home will be allowed with the understanding that an Employee subject to layoff who chooses to bump, must bump an Employee with less seniority who has scheduled hours equal to or less than the Employee laid off, subject to paragraph (vi) below.
 - (iv) Consistent with the opportunity to chain bump, all Employees who are potentially impacted will be given notice of lay off at the outset of the process.
 - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid-off Employee is within one percent (1%) of the laid-off Employee's straight time hourly wage rate.

- (vi) In the event that there are no Employees within the laid-off Employee's classification 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) 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.
- (viii) In the event that there are no Employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off Employee will have the right to displace an Employee with 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 General Manager within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

- (a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work.

In determining the skills of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An Employee recalled to work in a different classification from which she was laid off shall have the right of returning to the position she held prior to the lay-off should it become vacant within twelve (12) months of being recalled, if the qualifications for the job have not changed.
- (c) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the Employee who has been laid off to notify the Employer of her 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 her proper address being on record with the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off
- (f) A laid-off Employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the collective agreement will continue to apply.
- (h) When a laid off Employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

10.04 Benefits on layoff

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

- 10.05 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, one (1) year full-time seniority = 1800 hours part-time seniority.

- 10.06 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 11 - JOB POSTING

- 11.01 In the event new jobs are created or vacancies occur in existing job classifications including new positions created for a specific term or task (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer will post such new jobs or vacancies for a period of ten (10) calendar

days, and shall stipulate the qualifications, classification, rate, department, the initial shift assignment, and the initial neighbourhood assignment before new Employees are hired in order to allow Employees with seniority to apply. The job posting will also indicate the start date, if known. The stipulation of initial shift and initial neighbourhood assignments is for information purposes only and is not a limitation on the Employer's right to schedule. All applications must be in writing.

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

- 11.02 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.
- 11.03 No external applications will be hired until the internal processes referenced in this Article are exhausted.
- 11.04 All applications received will be considered within seven (7) days of the end of a 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 equal, the applicant with the greatest seniority shall fill the vacancy. **The seniority of an employee shall be as found on the last seniority list posted under Article 9.04.** For the purpose of comparing full time seniority with part time seniority, one (1) year full time seniority = 1800 hours part time seniority.
- 11.05 The successful applicant shall be placed on trial in the new position for a period of three hundred and thirty-seven and one-half (337½) working hours. The trial period may be extended by mutual agreement, but in any case, no longer than an additional one hundred and twelve and one-half (112½) working hours. Such trial promotion or transfer shall become permanent after the trial period unless:
- (a) the Employee feels that she is not suitable for the position, and wishes to return to her former position; or
 - (b) the Employer feels that the Employee is not suitable for the position, and requires that she return to her former position.

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

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no Employee shall be transferred to a position outside the bargaining unit without her consent.

- 11.06 If no applicant is selected from within the Home where the new job or vacancy occurs under Article 11, then the Employer will post it on the Employer's Computer Job Posting Board for a period of seven (7) calendar days. The posting shall stipulate the same information as required under 11.01. Only those Employees who work at the Homes in the bargaining unit, other than the Home where the new job or vacancy has occurred, may apply.

An Employee who applies for a posting under this Article and is permitted by the Employer to transfer will retain her service for the purposes of establishing her rate of pay, and vacation time and vacation pay entitlements. She will use seniority earned in her new Home for purposes of transfers, job postings, lay-offs and reductions in staff. She shall be paid the wage rate that corresponds to the position to which the Employee transfers. (NOTE: Where the transfer involves a change in classification and the Employee has no previous Schlegel Villages Inc. experience in the new classification, the Employee will start at the After Probation rate. If an Employee is transferred or reclassified to a higher rated job, she shall receive the rate immediately above the rate of her prior job in the salary range of the job to which she is transferred, or the After Probation rate, whichever is higher.)

- 11.07 It is understood that the Employer may elect to fill a part-time vacancy by expanding the hours of work of existing part-time Employees.
- 11.08 Upon request to the Department Manager, 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.

11.09 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees working fewer than thirty-seven and one-half (37½) hours a week shall be entitled the first opportunity to fill temporary vacancies, subject to Article 11.07. Where the vacancy is posted for a duration of twelve (12) months or more or where an employee, if selected, would work a different shift of the day then the restriction in the preceding sentence will not apply. The Employer will outline to the Employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An Employee returning from leave of absence shall have the right to return to her former position. 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. 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.

An Employee filing a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary vacancy unless she is a part-time Employee

bidding on a full-time temporary vacancy and there are four (4) or fewer weeks remaining in her temporary assignment.

11.10 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).

11.11 Permanent Transfers between Classifications

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

(b) If an Employee is transferred to a lower job group due to a reduction in staff, inability to perform her work as required, at the Employee's request, 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 she was transferred. Job seniority for pay purposes shall include seniority on the job she is being transferred from.

11.12 An employee may make a request to vacate his/her regularly scheduled position and to continue employment as an Unscheduled Part-time employee, subject to the requirements of 4.03. Such a request will not be unreasonable denied.

ARTICLE 12 - CONTRACTING OUT

12.01 The Employer agrees that for the term of this agreement, it will not contract out work usually performed by bargaining unit members if it results in the layoff of Employees other than casual part-time Employees.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by Employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an Employee in the bargaining unit.

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

13.03 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 14 - PRINTING

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

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 The General Manager may grant a request for a leave of absence without pay for extenuating personal reasons, provided that the General Manager receives at least one (1) months' notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to normal operations. Applicants when applying must indicate the date of departure and specify the date of return. The General Manager shall respond in writing to the request within seven (7) calendar days after it was submitted. To qualify for leaves of absence as stipulated above, the Employee must have completed six (6) months of employment with the Employer and it is expressly understood that no benefit, except as hereinafter, provided shall accrue to or be paid to any Employee on leave of absence.

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

- (a) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the 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 15.03 (b) above, an Employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.

An Employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance benefit provided that she delivers written proof that she is in receipt of EI pregnancy benefits and that such proof is tendered no later than the end of the pregnancy leave under 15.03(a).

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

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

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

Such payment shall commence after the one (1) week employment insurance waiting period and shall continue while the Employee is in receipt of such benefits for a maximum period of sixteen (16) weeks.

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

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

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

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

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the 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.

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

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

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

15.08 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.

15.09 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.

15.10 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.

15.11 Parental Leave

(a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.

(b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An Employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (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 regularly 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 (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 ten (10) weeks. The Employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the Employee's EI benefit.

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

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

- (f) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

15.12 Union Leave

- (a) The Employer shall grant leaves of absence to Employees to attend Union conventions, seminars, education classes, or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the Facility.
- (b) In requesting such leaves of absence, the Union must give, unless impossible, fourteen (14) clear days notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence will be paid by the Employer who will be reimbursed by the Union for the amount paid to the Employees. While on unpaid Union leave of up to thirty (30) days, Employees will be maintained on regular pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- (d) Upon application by the Union in writing, the Employer shall grant a request for leave of absence, without pay, to an Employee elected or appointed to a full-time Union office. It is understood that not more than one (1) Employee in each Facility may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority and service shall continue to accrue during such leave. It will become the responsibility of the Employee to reimburse the Employer for any applicable benefits in which the Employee is participating during such leave. It is agreed that for the purpose of WSIB coverage, such Employees are deemed to be employed by the Union.

15.13 Bereavement Leave

- (a) Upon the death of a staff member's spouse, child or step-child, a staff member will be granted leave up to a maximum of five (5) consecutive calendar days without loss of pay.

- (b) Upon the death of a staff member's mother, father, brother, sister, legal guardian, father/mother-in-law, brother/sister-in-law, son/daughter-in-law, grandparent and grandchild the staff member will be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay.
- (c) A staff member will be granted a one (1) day bereavement leave without loss of pay upon the death of his or her aunt, uncle, niece, nephew.
- (d) Pay for such days of absence is limited to the days actually missed from work as per the staff member's scheduled working days.
- (e) A staff member will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.
- (f) Where it is necessary because of distance or other circumstances, the staff member may request additional leave of absence without pay.

15.14 Jury and Witness Duty

A staff member who is selected for service as a juror or service as a witness in cases where the Crown is a party will be compensated for loss of pay from her regularly scheduled shift due to such service. Such compensation will be based on her regularly scheduled hours at her regular hourly rate less the fee received for her services as a juror or witness in cases where the crown is a party. The parties agree that the first ten (10) days of jury duty will be paid in full by the Employer. If the staff member is required to continue such duty, she will apply for Employment Insurance (E.I.) and the Employer will top up the E.I. payment, upon proof of receipt of such benefits, to an amount equivalent to the pay schedule set out in this Article.

In order for a staff member to qualify for payment under this section she must:

- (a) Inform Departmental Manager within twenty-four (24) hours of her selection for service as a juror or witness in cases where the crown is a party; (unless such notice is not possible).
- (b) Provide a written statement to the Employer indicating the date of her service as a juror or witness in cases where the crown is a party, the time so spent and the fee received for her services.

15.15 Leaves of Absence Under the Employment Standards Act

Employees are encouraged to consult their Leadership regarding leaves of absence granted under legislation in Ontario. See also the Ontario Government Website: www.labour.gov.on.ca/english/es/pubs/brochures/br_leaves.php

15.16 Educational Leave

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

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

The Administrator shall grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) months' notice in writing unless impossible and provided that such a leave may be arranged without inconvenience to the normal operations of the Nursing Home. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 16 - HOURS OF WORK

16.01 The following is intended to define the normal hours of work for the full-time Employees but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- (a) The regular work shift for full-time Employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period.
- (b) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an Employee shall be paid for all hours actually worked.
- (c) **Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.**

16.02 Work Schedule

The Employer will create work schedules covering at a minimum a two (2) week period and will post the schedule two (2) weeks in advance. Employee requests for specific days off must be submitted to the General Manager or designate one (1) week in advance of posting.

16.03 Call-Ins

Call-in shifts shall be offered on a rotational basis in order of seniority to those Employees on the call-in list who are available at the applicable straight time wage rate before using non-bargaining unit Employees or agency replacements.

16.04 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length	Breaks
4 hours and up to but less than 7 hours	1-15 minute break
7 hours or more	2-15 minute breaks

In addition to the above, any shift over 5 hours will also have a ½ hour unpaid lunch within the shift. Meal and relief periods shall be uninterrupted except in cases of emergency. Should an employee be recalled to duty during her meal or relief period, additional time shall be provided later in the shift.

16.05 12-Hour Shifts

(a) Hours of Work

- i) Where Employees work twelve (12) hour shifts, the provisions set out in this Article governing the regular hours of work shall be adjusted accordingly.
 - ii) The normal daily twelve (12) hour shift shall be eleven and one quarter (11.25) consecutive hours in any twenty-four (24) hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
 - iii) Employees shall be entitled, subject to the requirements of resident care, to paid relief periods during the shift of a total of forty-five (45) minutes.
- (b) Payment for each day of bereavement leave is based on seven and one half (7.5) hours.
 - (c) Payment for holidays for full-time Employees is based on payout of seven and one half (7.5) hours per day.
 - (d) Overtime premium as set out in Article 17 shall be paid for all hours paid in excess of eleven and one quarter (11.25) hours on a scheduled twelve (12) hour shift or seventy-five (75) hours bi-weekly averaged over the duration of a six (6) week period.

16.06 Filling Available Shifts and Call-Ins

The parties agree to the following process for the above:

- (a) Team Members will complete and submit their “availability”, ensuring it can be relied upon. In the event a team member doesn’t provide any availability, they will not be scheduled or called upon for shifts above and beyond their job posting.
- (b) Prior to posting the schedule, the Employer will back fill shifts it has determined to fill, strictly on the basis of seniority, subject to qualifications and based on a team member’s stated availability. The most senior FT available Employee with less than seventy-five (75) hours will get first opportunity to available hours. Then the most senior PT available Employee will get opportunity up to forty-five (45) hours, and so on. If there are more hours available after they are distributed in this manner, then the most senior PT will be offered up to seventy-five (75) hours.
- (c) Team Members will be required to check the posted schedule and work the shifts they had indicated they were available to work. Only unscheduled part time Employees will be contacted by the Employer. In the event a team member fails to show, they will be deemed absent without leave and may be subject to disciplinary action.
- (d) In the event the schedule has been posted, shifts the Employer has determined to fill will be distributed by seniority on a rotational basis pursuant to Article 16.03 of the Collective Agreement. The Employer will only call Employees on the basis of their stated availability.
- (e) On thirty (30) days’ notice by either party, Article 16.06 may be suspended. The parties will then follow the call-in procedure as per the applicable articles of this collective agreement. The issues which led to the suspension will be put on the agenda of the next Labour Management meeting, at the Village at which they arose, for discussion and possible resolution.

This provision or its suspension shall be without prejudice or precedent.

- (f) The practice of filling shifts at the individual Retirement Homes will continue and be documented as local call-in procedures.
- (g) The Employer will endeavor to fill any full shifts that may be paid an overtime premium by offering these to Full-Time Employees, then Part-Time Employees according to seniority and availability, before utilizing agency staff. It is noted that short extensions of shifts and emergency situations may be exceptions.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift or seventy-five (75) hours bi-weekly, averaged over the rate of pay. For overtime for available shifts and call-ins, see **16.06**.
- (b) In the event Employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other Employees, with prior approval of the Departmental Manager or her designate, the Employer reserves the right to request signed statements from such Employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (c) Employees who work overtime will not be required to take time (off) in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.
- (d) Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of over-time, benefits or payments under this collective agreement.

17.02 Shift Premiums

- (a) All Employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (\$.28) cents for each hour worked on the afternoon or night shifts only. Shift premium will not be paid for any hour in which an Employee receives overtime premium and shift premium will not form part of the Employee's straight time hourly rate.
- (b) **Night Premium**
Effective April 1, 2021, a night shift premium of \$0.25 per hour shall be payable for all hours worked on the night shift (e.g. between 10 p.m. and 6 a.m. or 11 p.m. and 7 a.m.).
- (c) In no event shall there be any pyramiding of benefits or payments.

17.03 Weekend Premiums

Weekend Premium of fifteen cents (\$0.15) for all hours worked over the forty-eight (48) hour period determined to be the weekend.

Effective January 1, 2019, Weekend Premium of twenty-five cents (\$0.25) for all hours worked over the forty-eight (48) hour period determined to be the weekend.

Effective April 1, 2021, for LTC employees the weekend premium shall be increased to \$0.35 per hour.

17.04 Minimum Reporting Pay

When an Employee reports for work at his assigned starting time without being told in advance by the Home not to report at said time, then the Employee shall receive work or pay in lieu of work, for four (4) hours during that day. For Employees who are regularly scheduled to work less than four (4) hours the obligation is reduced to the number of hours normally scheduled to work. This obligation on the part of the Home shall cease if no work can be provided due to fire, acts of God or other circumstances beyond the control of the Home, or failure on the part of the Employee to keep the Home informed of his current address and telephone number.

17.05 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, the Employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.

Effective January 1, 2019 when the Employer temporarily assigns an Employee to carry out the responsibilities of a salaried Employee outside of the bargaining unit, the Employee shall receive an allowance of eight dollars (\$8.00) for each shift from the time of the assignment.

17.06 The rules governing the filing of available shift and call-ins are found in LOU 4.

ARTICLE 18 - UNIFORMS

18.01 Uniforms

- (a) The parties agree that Employees must wear the Employer-provided uniform at all times during work hours.
- (b) The Employer agrees to provide each full-time Employee with three (3) uniforms upon successful completion of probation. Where a part-time Employee is selected to fill a full-time vacancy, she will be provided with a uniform upon successful completion of the trial period under 11.05. Further, a full-time Employee will be provided with two (2) uniforms on her anniversary date each year.
- (c) The Employer further agrees to provide each part-time Employee two (2) uniforms upon successful completion of probation. Thereafter a part-time Employee shall be provided with an additional uniform for every 975 hours paid.

- (d) It is understood that it is the responsibility of each Employee to maintain and clean the uniform.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 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.
- 19.02 A joint management and Employee health and safety committee shall be constituted in each workplace with representation of at least half by Employees from the various bargaining units and of Employees who are not represented by the Unions and who do not exercise managerial functions, 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 elsewhere. The committee shall normally meet at least bi-monthly.

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.

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.

- 19.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees, on a rotating basis designated by the Employees, shall make monthly inspections of the workplace and equipment 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.

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 government 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.

- 19.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- 19.05 The Union will use its best efforts agrees to endeavour to obtain the full cooperation of its membership in the compliance observation of all safety rules and practices.
- 19.06 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 who are not direct care 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 follow routine practices.
- 19.07 The parties further agree that suitable subjects for discussion at 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 behaviour. Such policies will include but not be limited to:

- (a) Designing safe procedures for Employees.
- (b) Providing training appropriate to these policies.
- (c) Reporting all incidents of workplace violence.

19.08 The Employer shall:

- (a) inform Employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;

- (b) 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;
- (c) ensure that the applicable measures and procedures prescribed in the Occupational Health and Safety Act are carried out in the workplace.

19.09 A worker shall:

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- (c) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) report to his or her Employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

19.10 Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker 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.

19.11 Infectious Diseases

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

19.12 Sharps and Needlesticks

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

19.13 Day of Mourning

Each year on April 28th at 11:00 am, one minute of silence shall be observed in memory of workers killed or injured on the job.

- 19.14 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.

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

Musculoskeletal Injury Prevention
Needle Stick Injury Prevention
Personal Protective Equipment

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

19.16 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 will then initiate a complete investigation of the complaint and report the findings back to the **Union and the** complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant 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 **Union or the** complainant not be satisfied with the response a grievance under the terms of this Collective Agreement **may be filed**.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 (a) Employees who have completed their probationary period shall receive the following holidays with pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One (1) float holiday
Civic Holiday	

Employees who have not completed their probationary period shall receive all of the above holidays with pay except for Civic Holiday and the one (1) float holiday.

- (b) The intent is that there shall be no more than eleven (11) paid holidays during the term of this Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the float holidays in the Collective Agreement.
- 20.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.
- 20.03 Holiday pay will be computed as prescribed in the Employment Standards Act.
- 20.04 (a) An Employee has no entitlement to holiday pay if s/he fails to work all of his or her last regularly scheduled day of work before the paid holiday or all of his or her first regularly scheduled day of work after the paid holiday, unless unable to do so due to a verified illness or a reasonable excuse acceptable to the Employer.
- (b) If an Employee meets the qualifications in 20.04 (a) he is deemed to have qualified for lieu day(s) pay for that holiday. However, if an Employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a Doctor or Nurse Practitioner's certificate, the foregoing qualifications would not apply and the Employee will be eligible for one (1) day's holiday pay during any one (1) period of illness.
- 20.05 An Employee who is required to work on any of the above mentioned holidays (except for the one (1) float holiday) will, in addition to her holiday pay, be paid at the rate of one and one-half (1½) times her regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates. It is agreed that the one (1) float holiday will not be eligible for the premium pay of one and one-half (1½) times her regular rate of pay or in lieu thereof time off with pay equal to overtime rates.
- 20.06 Any Employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical Doctor or Nurse Practitioner's certificate, in which case the Employee will receive holiday pay as stipulated in Article 20.04.

- 20.07 (a) If one (1) of the above-named holidays occurs on an Employee's regular day off or during her vacation period, the Employee shall receive an additional day off within three (3) months following the holiday, unless otherwise arranged between the Employee and the supervisor. When requesting the day off, the Employee must make the request prior to the end of the pay period in which the holiday, or vacation, occurs. If the Employee requests an additional day off, it shall be scheduled on a date chosen by agreement between the Employee and the supervisor. If the Employee fails to make a timely request for a day off, the Employer will pay out the holiday pay and no day off will be scheduled.
- (b) Employees may make a request to add banked lieu days to extend a vacation leave. Such requests will be subject to the provisions of LOU 3, Statutory Holidays, and will not be granted if to do so would prevent another employee in the same department from access to vacation leave as provided in paragraph 9 of LOU 3.
- 20.08 A paid holiday begins with first shift of the day that being the shift where the majority of hours worked is completed before 8:00 a.m.
- 20.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 21 - VACATIONS

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from May 1st of any year to April 30th of the following year.
- For clarity, the calculation of vacation pay shall be based on a vacation year which ends with the last pay period in the month of April.
- 21.02 The periods at which Employees shall take vacation shall be based on the selection by the Employee according to seniority in each department but shall be finally determined by the General Manager having due concern for the proper operation of the facility.
- 21.03 Vacations are not cumulative from year to year and all vacations must be taken by the following April 30th. Employees shall not waive vacation and draw double pay.
- 21.04 Part-time Employees shall receive vacation entitlement on the basis of one (1) year equals eighteen hundred (1800) hours paid work.
- 21.05 Employees who have not completed their probationary period as of April 30th will receive four percent (4%) of their gross earnings during the vacation year.

- 21.06 Employees who have completed their probationary period as at the vacation cutoff date will be granted one (1) days' vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such Employees will be four percent (4%) of gross earnings during the vacation year.
- 21.07 Employees with one (1) year of service on or before April 30th of the current year shall receive two (2) weeks' vacation. Vacation pay for such Employees will be four percent (4%) of gross earnings for the vacation year.
- 21.08 Employees with three (3) years of service on or before April 30th of the current year shall receive three (3) weeks' vacation. Vacation pay for such Employees will be six percent (6%) of gross earnings for the vacation year.
- 21.09 Employees with eight (8) years of service on or before April 30th of the current year shall receive four (4) weeks' vacation. Vacation pay for such Employees will be eight percent (8%) of gross earnings for the vacation year.
- 21.10 Employees with fifteen (15) years of service on or before April 30th of the current year shall receive five (5) weeks' vacation. Vacation pay for such Employees will be ten percent (10%) of gross earnings of the vacation year.
- 21.11 Employees with twenty-three (23) years of service on or before April 30th of the current year shall receive six (6) weeks' vacation. Vacation pay for such Employees will be twelve percent (12%) of gross earnings for the vacation year.
- Effective December 10, 2018 employees with twenty-two (22) years of service on or before April 30th of the current year shall receive six (6) weeks' vacation. Vacation pay for such Employees will be twelve percent (12%) of gross earnings for the vacation year.
- 21.12 Effective the vacation year commencing May 1, 2015, Employees with twenty-eight (28) years of service on or before April 30th of the current year shall receive seven (7) weeks' vacation. Vacation pay for such Employees will be fourteen percent (14%) of gross earnings for the vacation year.
- 21.13 Employees who have lost their seniority and have terminated their employment as set out in Article 9.05 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such Employee shall be entitled from the last cut-off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 21.14 The Employer may pay vacation pay in each pay period. In the event that the Employer intends to implement vacation pay in each pay period it shall provide the Union with a minimum of eight (8) weeks' notice.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 All health and insurance benefit premium costs paid by the Employer shall prorate in accordance with the proration formula under Article 22.07 of this Agreement. A same-sex spouse is eligible to be a dependent for insured benefits.

22.02 Life Insurance

The Employer will provide life insurance coverage for each Employee in the amount of \$25,000,00. The Employer will pay one hundred percent (100%) of the cost of this plan.

22.03 Extended Health Care

The Employer will provide an Extended Health Care twenty percent (20%) co-insurance plan for Employees covered by this Agreement who have completed their probationary period. The Employer agreed to 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.

The drug plan requires generic substitution for drugs covered by the plan unless otherwise prescribed by the Employee's Doctor or Nurse Practitioner.

Effective April 1, 2021 reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.

Effective: September 1, 2016 - Vision care in the amount of \$250.00 every twenty-four (24) months will be provided. Effective January 20, 2015, the Employer will contribute up to a maximum of seventy-five dollars (\$75.00) every twenty-four (24) months towards the cost of eye exams. Effective as of the first day of the month following December 10, 2018 Vision Care will increase to \$275.00 every twenty four (24) months.

Effective April 1, 2021 Vision Care will increase to \$300.00 every twenty-four (24) months. For greater certainty, this amount is exclusive of any contribution by the Employer to the cost of eye exams required by the Collective Agreement.

The dispensing fee cap will be \$7.50 per prescription. There will also be a \$1.00 deductible per prescription.

Effective January 20, 2015, increase coverage for Massage, Chiropractor, Physiotherapy from \$250 to \$300/year.

Note: The Employer is in negotiation for software to manage employee records, among other things. Included in the specifications for the new software is a requirement that electronic claims filing be enabled. The Employer will advise the Union of the date on which this service will be enabled once the contractual arrangements with the software provided are finalized.

22.04 Dental

The Employer agrees to provide a Dental Plan (equivalent to Blue Cross #7 Plan) based on the O.D.A. fee scheduled with a one year lag with a twenty percent (20%) co-insurance. The Employer agrees to pay fifty percent (50%) of the billed premium for eligible participating Employees, provided that the participating Employee pays the remaining fifty percent (50%) of the billed premium through payroll deductions. If an Employee is otherwise covered, the Employer shall not be obligated to contribute.

Effective January 20, 2015, the annual cap on the dental plan is increased from \$1,000.00 to \$1,500.00.

Effective January 20, 2015, dental recall coverage for persons over eighteen (18) is nine (9) months. Fluoride treatments for persons over eighteen (18) is eliminated.

22.05 Change of Carriers

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for and in the event of a change in carrier, the benefits in total will not be reduced. Any problem with respect to the insurer acknowledging or honouring any claim is a matter between the Employee and the insurer. The Employer will notify the Union if it intends to change the insurance carrier.

22.06 Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An Employee who has not enrolled in a plan, or has withdrawn, may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year. Late enrollment or re-enrollment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life - when coverage approved
- (b) Dental - \$200.00 maximum benefit/covered person.

- (c) EHC -
 - (i) Drugs - *\$150.00 maximum benefit/covered person.
 - (ii) Vision - no benefit during first six (6) months.
 - (iii) Hearing - no benefit during first six (6) months.
- * During first twelve (12) months of coverage.

22.07 Pro-rata Benefits

Accrual and payment of all benefits, including shared-cost arrangements, for all Employees shall be based on a pro-rata formula of hours regularly worked in relation to thirty-four (34) hours weekly; sixty-eight (68) hours biweekly.

The calculation of pro-rata percentage shall be determined by dividing the hours paid in the previous predetermined six month period by nine hundred seventy-five (975) and then multiplying by one hundred (100). The predetermined six (6) month period shall coincide with the posting of the seniority list.

The pro-rata percentage for new hires will be based on the schedule of work for which these Employees are hired. This percentage will be revised, if necessary, once the Employee has worked a full predetermined six (6) month period.

The only exception to the calculation will be an Employee who successfully bids or otherwise obtains a full-time position. In this instance the Employee who qualifies will immediately receive entitlement up to one hundred percent (100%) of the Employer's paid share of premiums and benefits.

Hours paid in calculating pro-ration formula will include Workplace Safety and Insurance Act and Weekly Indemnity benefits.

When an Employee is on:

- (a) Maternity leave
- (b) Parental leave
- (c) Approved leave of absence in excess of thirty (30) continuous calendar days.

Proration upon return shall be based on percent in effect prior to commencement of leave.

22.08 The Nursing Homes and Related Industries Pension Plan

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

.01 “Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-Employer plan.

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

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

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

“Eligible Employee” mean full-time and part-time Employees in the bargaining unit who have completed nine hundred and seventy five (975) hours of service.

Effective December 10, 2018 “Eligible Employee” mean full-time and part-time Employees in the bargaining unit who have completed four hundred and fifty (450) hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to three percent (3%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being three percent (3%) of applicable wages.

Effective February 1, 2019 each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) 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 P-5 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 of the Plan and the 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 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 or 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 nonpayment of pension contributions, the Union will file a grievance.

22.09 Where legislation or the current pension prohibits an Employee from contributing to the scheme because of age, and the Employee wishes to continue her contributions, then the Employer will match those contributions as provided in 22.08, but the amounts will be paid into a mutual fund chosen by the Employee.

22.10 Post Age 65 Benefits

Employees* who continue to be actively employed past the age of 65 shall be eligible for the following benefits under the same cost sharing basis as active employees under the age of 65 except as modified below:

After age 65:

- Life Insurance at \$25, 000
- Extended Health as per the collective agreement
- Vision Care as per the collective agreement
- Dental as per the collective agreement
- Hearing as per the collective agreement
- Prorata Formula as per the collective agreement

After Age 70:

- Extended Health as per the collective agreement
- Vision Care as per the collective agreement
- Dental as per the collective agreement
- Hearing as per the collective agreement
- Prorata Formula as per the collective agreement

****also includes Part-Time employees who continue to be actively employed after age 65 and are enrolled in the Benefit Plans***

ARTICLE 23 - INJURY AND DISABILITY

- 23.01 Where an Employee is absent due to illness or injury which is compensable by WSIB, the following shall apply:
- (a) The Employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
 - (b) Provided that the Employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- 23.02 In the case of an absence due to a compensable accident, the Employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.
- 23.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 11) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at its discretion.
- 23.04 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 in accordance with Article 9 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the Employee has the physical capability to perform her normal job.
- 23.05 (a) If a full-time Employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the Employee's former permanent position still exists, the Employee will be returned to her former job, former shift if designated, classification and rate of pay. All Employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (b) If an Employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 23.04 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 in accordance with Article 9. (This would be effected by the returning Employee displacing the Employee with the least seniority in the category to which she is returning.)
- 23.06 If, on the recommendation of the WSIB 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 within the Home in a classification that is covered by this Agreement, then the returning Employee may exercise her seniority if he/she has

the qualifications and can perform the duties without training other than orientation, by bumping into the job at the applicable salary level, displacing the Employee with the least seniority in the classification.

ARTICLE 24 - SICK LEAVE

24.01 Income protection is payable when an Employee is absent from scheduled work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act.

It is understood that payment of income protection is for the sole and only purpose of protecting Employees against the loss of income during time of such illness.

(a) Full-Time Sick Leave

- (i) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their date of employment and shall continue to accumulate sick leave credits at the rate of seven and one half (7½) hours for each month of service to a maximum of seventy-five (75) hours. The term "month" shall be defined as the two (2) week pay period in which the absence occurs and the two (2) week pay period immediately preceding the absence. Providing credits are available, Employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the **first week** of any one illness. Any sick days remaining in the Employees' sick day banks at the end of the year shall be carried over to the following year.

Effective April 1, 2021 Employees will be eligible to claim seventy-five percent (75%) of straight time wages with each credit for scheduled lost time due to illness for the first week of any one illness.

- (ii) The Employee shall apply for E.I. sick leave for weeks two (2) through sixteen (16) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks two (2) through sixteen (16) of any legitimate illness or injury but shall not be eligible for benefits under iii) below.
- (iii) The Employer will pay one hundred percent (100%) of the billed premium for full-time Employees for a weekly indemnity plan covering legitimate personal illness or injury for weeks seventeen (17) through thirty (30) of such illness or injury. Payment under

weekly indemnity will be seventy percent (70%) of scheduled straight time wages lost.

(b) Part-Time Sick Leave

- (i) Employees who have completed the probationary period shall be credited with sick credits equivalent to that which they would have accumulated since their date of employment and shall continue to accumulate sick leave credits at the rate of seven and one half (7½) hours for each one hundred sixty-two and one half (162½) hours of service to a maximum of seventy-five (75) hours. Any sick days remaining in the Employees' sick day banks at the end of the year shall be carried over to the following year.

Providing credits are available, Employees will be eligible to claim seventy percent (70%) of straight time wages with each credit for scheduled lost time due to illness for the **first week** of any one illness.

Effective April 1, 2021, providing credits are available, employees will be eligible to claim seventy-five percent (75%) of straight time wages with each credit for scheduled lost time due to illness for the first week of any one illness.

- (ii) The Employee shall apply for E.I. sick leave for weeks two (2) through sixteen (16) of any legitimate illness or injury. The Employer will top-up these benefits to seventy percent (70%) 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 seventy percent (70%) of her straight time wages for weeks through sixteen (16) of any legitimate illness or injury.

Note: It is understood that this sick leave benefit commences after an Employee has completed her probationary period.

24.02 If a full-time Employee returns to work within twelve (12) months following the commencement of an illness, and the Employee's former permanent position still exists, the Employee will be returned to their former job, former shift if designated, classification and rate of pay. All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

24.03 If the Employer requires a sick leave certificate and the Doctor or Nurse Practitioner 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.

24.04 E.I. Premium Reduction

The Employees' share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this Agreement.

24.05 Employees* who continue to be actively employed past the age of 65 shall be eligible for the following sick leave benefits under the same cost sharing basis as active employees under the age of 65 except as modified below

After Age 65:

- **Sick Leave, EI Top up and Weekly Indemnity as per the collective agreement**

After Age 70:

- **Accumulating Sick days and EI Top up as per the collective agreement - Sick Leave for the first week of any illness**
- **\$0.16/hr in lieu of weekly indemnity benefits under this Article and life insurance under Article 22.**

***also includes Part-Time employees who continue to be actively employed after age 65 and are enrolled in the Benefit Plans**

ARTICLE 25 - COMPENSATION

25.01 (a) Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates of pay.

(b) The terms "regular pay" and "straight pay" when used in this Agreement, shall mean the amounts indicated in each wage classification contained in Schedule "A".

25.02 Retroactivity

(a) The retroactive payment applies to wages only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within forty-five (45) days.

(b) Any retroactive payment shall be paid, within three pay periods of the date of an award or settlement, by way of a separate payroll run and Employees shall be provided with a statement in writing to explain the calculation.

25.03 Temporary Transfers

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

25.04 New Classification

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

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

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

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

25.05 Wage Progression

- (a) Full-time Employees will progress from the "start rate" to the "one year rate" and so on, on their anniversary date of hire.
- (b) Part-time Employees will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not

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

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

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices, one (1) or more bulletin boards in each Home, totaling approximately 6'x6', and located in such places so as to inform all Employees of the activities of the Union.

ARTICLE 27 - PAY DAYS

27.01 The Employer agrees that wages will be paid bi-weekly. The normal bi-weekly pay period shall be Monday to Sunday inclusive.

Employees will be paid wages for each pay period, including any overtime or premium pay due to the Employee for such pay period.

27.02 (a) Upon termination or lay off, the Employee will be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

(b) Employees will endeavour to give a minimum of two (2) weeks notice of termination of employment.

27.03 If an Employer error results in an Employee being underpaid by seven and one-half (7½) hours or more of pay, the Employer will provide payment for the shortfall within three (3) business days from the date the Employer is notified of the error. Any underpayment less than seven and one-half (7½) hours of pay will be made in the pay period following the date on which it was brought to the Employer's attention.

ARTICLE 28 - PERSONNEL FILES

28.01 Letters of Disciplinary Action

Upon provision of at least one week's notice to the General Manager, an Employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an Employee is not entitled to see job references.

28.02 Clearing of Record

Letters of reprimand, suspension or other sanction will be removed from an Employee's personnel file following a discipline free period of twenty-four (24) months, except in the case of incidents involving third party interface e.g. residents and family, where the record will remain on file.

28.03 The parties recognize that residents have the right to be free from verbal and physical abuse. It is the responsibility of each Employee to treat residents with dignity and respect.

ARTICLE 29 - PAID EDUCATION FUND

29.01 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 upgrading the Employee skills in all aspects of Union functions. Such monies to be paid on a quarterly basis into a fund established by Service Employees' International Union Local 1 Canada.

ARTICLE 30 - TERM

30.01 This Agreement shall continue in effect until March 31, **2022** 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.

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

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

IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this 22nd day of November, 2021.

ON BEHALF OF THE UNION

[Signature]

Sara Mitchell

[Signature]

Vickram Sooknanan

[Signature]
[Signature]

ON BEHALF OF THE EMPLOYER

T. M. Pitt

SCHEDULE "A"

Long Term Care Home Wage Rates

			1.5% Effective 1 st Pay Period After	1.5% Effective 1 st Pay Period After	1.5% Effective 1 st Pay Period After Cook II/ RPN 15 Cents	Compressed Grid	Cook II 10 Cents	Compressed Grid
Classification			2019- 04-01	2020- 04-01	2021- 04-01	2021- 09-01	2022- 01-01	2022- 03-30
System Effective Date	Crossroads Pay Scale	Grid Steps	Week 1 2019-03-25	2020- 03-30	2021- 03-29	2021- 09-13	2022- 01-03	2022- 03-28
Aide	ES1000 RS0001	Start	18.53	18.81	19.09	19.59	19.59	19.84
		After Probation	19.28	19.56	19.86	20.10	20.10	20.25
		1 Year	20.02	20.32	20.62	20.62	20.62	20.62
		2 Year	20.76	21.07	21.38	21.39	21.39	21.39
FSA with Certificate	FS0001	Start	18.63	18.91	19.19	19.69	19.69	19.94
		After Probation	19.38	19.66	19.96	20.20	20.20	20.40
		1 Year	20.12	20.42	20.72	20.72	20.72	20.72
		2 Year	20.86	21.17	21.48	21.49	21.49	21.49
HCA/PSW/REC	NS0001	Start	18.94	19.22	19.51	20.01	20.01	20.26
		After Probation	19.68	19.97	20.27	20.53	20.53	20.73
		1 Year	20.40	20.71	21.02	21.02	21.02	21.02
		2 Year	21.14	21.46	21.78	21.78	21.78	21.78
RPN	NS1000	Start	24.62	24.99	25.52	26.01	26.01	26.26
		After Probation	23.78	24.14	24.65	26.51	26.51	26.51
		1 Year	26.11	26.50	27.04	27.05	27.05	27.05
		2 Year	25.17	25.55	26.08	27.78	27.78	27.78
Chef	FS2000	Start	20.48	20.78	21.09	21.88	21.88	21.98
		After Probation	21.24	21.56	21.89	22.08	22.08	22.18
		1 Year	21.77	22.10	22.43	22.73	22.73	22.73
		2 Year	22.21	22.54	22.88	23.18	23.18	23.18
Cook II	FS1000	Start	18.75	19.04	19.47	20.21	20.31	20.51
		After Probation	19.46	19.76	20.20	20.71	20.81	21.01
		1 Year	20.18	20.49	20.94	21.21	21.31	21.31
		2 Year	20.93	21.25	21.72	21.99	22.09	22.09
Maintenance	ES3000	Start	19.65	19.95	20.25	21.00	21.00	21.25
		After Probation	20.37	20.68	20.99	21.50	21.50	21.70
		1 Year	21.09	21.41	21.73	22.02	22.02	22.02

		2 Year	21.82	22.15	22.48	22.78	22.78	22.78
Maintenance Helper	ES2000	Start	18.53	18.81	19.09	19.59	19.59	19.84
		After Probation	19.27	19.56	19.86	20.10	20.10	20.30
		1 Year	20.02	20.32	20.62	20.62	20.62	20.62
		2 Year	20.76	21.07	21.38	21.39	21.39	21.39
RAI Coordinator	NS2000	Start	28.33	28.76	29.19	29.20	29.20	29.20
		After Probation	29.05	29.49	29.93	29.94	29.94	29.94
		1 Year	29.82	30.26	30.72	30.72	30.72	30.72
		2 Year	30.52	30.98	31.44	31.45	31.45	31.45

Retirement Home Wage Rates

			2% Effective 1 st Pay Period After	2% Effective 1 st Pay Period After	2% Effective 1 st Pay Period After RPN 15 Cents	Compressed Grid	Compressed Grid
Classification			2019-04-01	2020-04-01	2021-04-01	2021-09-01	2022-03-30
System Effective Date	Crossroads Pay Scale	Grid Steps	Week 1 2019-03-25	2020-03-30	2021-03-29	2021-09-13	2022-03-28
			Week 2 2019-04-01				
HCA	NS5000	Start	15.12	15.42	15.73	17.24	17.34
PSW		After Probation	15.76	16.07	16.40	17.63	17.73
PCA		1 Year	17.22	17.56	17.91	17.91	17.91
		2 Year	17.63	17.98	18.34	18.34	18.34
Aide - Laundry	ES6000	Start	15.35	15.66	15.97	16.11	16.25
Housekeeping,		After Probation	14.98	15.28	15.59	16.77	16.87
Bedmaker,		1 Year	15.36	15.66	15.98	17.11	17.11
FSA		2 Year	15.49	15.80	16.12	17.25	17.25
Chef		Start	16.62	16.95	17.29		
		After Probation	18.16	18.52	18.89		
		1 Year	18.58	18.95	19.33		
		2 Year	18.94	19.32	19.71		
Cook II		Start	15.29	15.60	15.91		
		After Probation	16.75	17.08	17.42		
		1 Year	17.19	17.54	17.89		
		2 Year	17.54	17.89	18.25		
Food Services	ES6000	Start	15.35	15.66	15.97	16.11	16.25
Aide		After Probation	16.02	16.34	16.67	16.77	16.87
		1 Year	16.44	16.77	17.11	17.11	17.11
		2 Year	15.49	15.80	16.12	17.25	17.25
Maintenance	ES8000	Start	15.63	15.94	16.26	17.99	18.59
		After Probation	17.14	17.48	17.83	19.17	19.27
		1 Year	18.81	19.18	19.57	19.57	19.57
		2 Year	19.20	19.58	19.97	19.97	19.97
Maintenance	ES7000	Start	14.44	14.73	15.03	16.58	17.08
Helper		After Probation	15.95	16.27	16.59	17.85	17.95
		1 Year	16.40	16.72	17.06	18.25	18.25
		2 Year	16.75	17.08	17.42	18.65	18.65

RPN	NS6000	Start	20.85	21.27	21.85	23.97	24.07
		After Probation	22.62	23.08	23.69	24.28	24.38
		1 Year	22.94	23.40	24.02	24.82	25.22
		2 Year	22.93	23.39	24.01	25.67	25.67
Rec Aide	RS2000	Start	15.35	15.66	15.97	17.24	17.34
		After Probation	14.98	15.28	15.59	17.63	17.73
		1 Year	15.36	15.66	15.98	17.91	17.91
		2 Year	15.49	15.80	16.12	18.34	18.34
PCA-Med Cert	NS7000	Start	18.51	18.88	19.26	19.66	20.06
		After Probation	18.01	18.37	18.74	20.34	20.54
		1 Year	18.63	19.01	19.39	20.74	20.74
		2 Year	19.34	19.72	20.12	21.51	21.51

RPN - Recent and Related Experience

The Employer will recognize recent and related experience on the basis of one (1) annual increment on the wage grid for each 1800 hours worked, prior to her date of hire, in previous employment as an RPN. It shall be the responsibility of a newly hired Employee to provide reasonable proof of recent and related experience in order to be considered under this provision and if she fails to do so she shall not be entitled to recognition.

All RPNs employment as of the date of ratification will be given the benefit, if any, of this provision.

SCHEDULE "B"

LETTERS OF UNDERSTANDING

1.) RE: Steward Locker

The Employer will make one (1) Employee locker available in each Village to the Stewards for their own use. The locker cannot be decorated on its exterior and the Stewards are responsible to provide their own lock.

Letter of Understanding Between:

Schlegal Villages Inc. C.O.B.
The Village of Taunton Mills, The Village of Humber Heights,
The Village of Erin Meadows, The Village of Sandalwood Park,
The Village of Tansley Woods, **The Village of University Gates**, The Village of
Riverside Glen: LTC Only, **Fairview Nursing Home**

- and -

Service Employees International Union, Local 1

2.) RE: Statutory Holidays

Whereas the above are parties to a Collective Agreement, and

Whereas the parties wish to amend the various practices at each Village to align with a common process related to Articles 20.05 and 20.07, and

Whereas both parties have proposed language during bargaining for a renewal Collective Agreement,

Now therefore, the parties agree without prejudice to the following:

- 1.) Both parties will withdraw their respective proposals specific to or having an impact upon Articles 20.05 and 20.07.
- 2.) Notwithstanding anything to the contrary within the Collective Agreement, the following shall be the agreed process for statutory holidays for the term of the renewal of the Collective Agreement now under negotiation.
- 3.) In the event there are difficulties in the administration of the process noted below, the parties will meet and discuss proposed resolutions and any resolution will apply to all six (6) Villages noted above.

- 4.) Where an Employee is scheduled to work on a paid holiday, such Employee shall be paid at overtime rates for all hours worked on the holiday and such earnings shall be paid on the pay day that corresponds to the pay period in which the paid holiday occurred. The lieu day and holiday pay earned for the holiday shall be banked by the Employer.
- 5.) Where an Employee who is not scheduled to work on a paid holiday none the less earns a right to a lieu day, such lieu day and any holiday pay shall be banked by the Employer.
- 6.) Where an Employee earns a right to a lieu day associated with either Christmas Day or Boxing Day, the holiday pay for the lieu day will be paid on the pay day that corresponds to the pay period in which the paid holiday occurred.

The lieu time for Christmas and Boxing Day holidays may be taken within the following forty-five (45) days, subject to paragraph 8.). Compensation for these statutory holidays is paid out under this paragraph and not under paragraph 7.).

- 7.) When an Employee takes a banked lieu day, the amount of holiday pay to be paid will be in proportion to the number of lieu days which are banked at the time. For clarity, if an Employee has five (5) lieu days banked and \$500 of holiday pay banked, when the Employee takes a banked holiday, the amount of the holiday will be \$100.
- 8.) When an Employee wishes to take a lieu day, a written request must be submitted to the Employee's supervisor in accordance with Article 16.02 of the Collective Agreement. The Employer shall have the right to grant or deny lieu days subject to the operational requirements of the workplace.
- 9.) A lieu day will not be granted if to do so would prevent another Employee, regardless of seniority, from access to vacation leave where an application for that leave was made as part of annual process for requesting vacation.
- 10.) Where an Employee does not schedule all lieu days earned in a year prior to December 01, then the holiday pay which remains banked will be paid in its entirety in a special pay run at a time determined by the Employer prior to the end of the year. Such lieu days not taken will be forfeited. However, if an Employee wishes a day off, they must apply per Article 16.02 of the Collective Agreement.
- 11.) This Letter of Understanding is without prejudice to any position either party may advance in subsequent rounds of bargaining.

Letter of Understanding Between:
Schlegel Villages
- and -
Service Employees International Union, Local 1 Canada

3.) RE: Health Coverage

Within 30 days after the date of ratification or, within 30 days after the date on which an Interest Arbitration Board issues its Award, each employee who is covered by any benefits under Article 22 must provide the employee's full name and the full names of any persons who are entitled to coverage under this Agreement by virtue of being members of an employee's family. Failure to provide this information in a timely way does not affect previous beneficiary information provided or affect benefit coverage.

Letter of Understanding Between:

Schlegel Villages
- and -
Service Employees International Union, Local 1 Canada

4.) Recent and Related Experience – Employees other than RPN

The Employer will recognize recent and related experience for those classifications requiring a certificate, on the basis of one (1) annual increment on the wage grid for each 3600 hours worked, prior to their date of hire, in previous employment in the same job class as that into which such employee has been hired. It shall be the responsibility of a newly hired Employee to provide proof of recent and related experience in order to be considered under this provision and if she fails to do so within ninety (90) days of her original hire date she shall not be entitled to recognition.

All employees in the eligible job classes, will be given the benefit, if any, of this provision provided they submit evidence to support their entitlement no later than December 29, 2021. No retroactive adjustments will be made and any increase under this provision will be effective the first pay period following a timely submission of reasonable proof.

This provision shall apply to all job classes except in Long Term Care Homes to the Aide, RPN and Maintenance Helper job classes and in the Retirement Homes to the "Aide – Laundry, Housekeeping, Bedmaker, FSA", FSA, Maintenance Helper and RPN.

The above four (4) Letters of Understanding signed this _____ day of
The above four (4) Letters of Understanding signed this 22nd day of
November, 2021.

ON BEHALF OF THE UNION

[Signature]

Sara Mitchell

[Signature]

Vickram Sooknanan

ON BEHALF OF THE EMPLOYER
ON BEHALF OF THE EMPLOYER

T. M. Pratt

[Signature]
[Signature]