<table>
<thead>
<tr>
<th>Ministry of Labour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dispute Resolution Services</td>
</tr>
<tr>
<td>Collective Bargaining Information Services</td>
</tr>
<tr>
<td>File No.: 623-13242-16</td>
</tr>
<tr>
<td>Cert. File:</td>
</tr>
<tr>
<td>Cert. Date:</td>
</tr>
<tr>
<td>Total Emps.: 103</td>
</tr>
<tr>
<td>Effective Date: 01-NOV-2014</td>
</tr>
<tr>
<td>Expiry Date: 31-OCT-2016</td>
</tr>
<tr>
<td>Received From:</td>
</tr>
<tr>
<td>Union: ☑ Empl.: ☐ Other: ☐</td>
</tr>
<tr>
<td>Processed by:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**COLLECTIVE AGREEMENT**

Between:

PINEHAVEN NURSING HOME

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

Unifor and its Local 302

(hereinafter called the "Union")

OF THE SECOND PART

EXPIRY DATE: October 31, 2016
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1 - PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 2 - SCOPE AND RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 3 - MANAGEMENT RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 4 - UNION SECURITY INCLUDING WORK OF BARGAINING UNIT AND</td>
<td>5</td>
</tr>
<tr>
<td>CONTRACTING OUT</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 5 - NO DISCRIMINATION</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 6 - NO STRIKES OR LOCKOUTS</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 8 - GRIEVANCE PROCEDURE</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 9 - ARBITRATION</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 10 - HEALTH &amp; SAFETY</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 11 - SENIORITY INCLUDING PROBATIONARY PERIOD</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 12 - LAYOFF AND RECALL</td>
<td>24</td>
</tr>
<tr>
<td>ARTICLE 13 - JOB POSTING</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE 14 - LEAVES OF ABSENCE</td>
<td>28</td>
</tr>
<tr>
<td>ARTICLE 15 - VACATIONS</td>
<td>36</td>
</tr>
<tr>
<td>ARTICLE 16 - PAID HOLIDAYS</td>
<td>39</td>
</tr>
<tr>
<td>ARTICLE 17 - HOURS OF WORK AND SCHEDULING</td>
<td>40</td>
</tr>
<tr>
<td>ARTICLE 18 - PREMIUM PAYMENT</td>
<td>43</td>
</tr>
<tr>
<td>ARTICLE 19 - ALLOWANCES</td>
<td>43</td>
</tr>
<tr>
<td>ARTICLE 20 - HEALTH AND WELFARE BENEFITS</td>
<td>45</td>
</tr>
<tr>
<td>ARTICLE 21 - SICK LEAVE</td>
<td>50</td>
</tr>
<tr>
<td>ARTICLE 22 - PENSION PLAN</td>
<td>54</td>
</tr>
<tr>
<td>ARTICLE 23 - WORKPLACE SAFETY AND INSURANCE BOARD</td>
<td>56</td>
</tr>
<tr>
<td>ARTICLE 24 - COMPENSATION</td>
<td>58</td>
</tr>
<tr>
<td>ARTICLE 25 - MISCELLANEOUS</td>
<td>59</td>
</tr>
<tr>
<td>ARTICLE 26 - TERM AND RETROACTIVITY</td>
<td>60</td>
</tr>
<tr>
<td>SCHEDULE &quot;A&quot; - WAGES</td>
<td>62</td>
</tr>
<tr>
<td>LETTERS OF UNDERSTANDING</td>
<td>64</td>
</tr>
<tr>
<td>SHIFT GIVE-A-WAYS</td>
<td>64</td>
</tr>
<tr>
<td>RAI REVIEW</td>
<td>64</td>
</tr>
<tr>
<td>SICK LEAVE CASHOUT</td>
<td>65</td>
</tr>
<tr>
<td>SICK LEAVE BANK</td>
<td>65</td>
</tr>
<tr>
<td>USE OF FROZEN SICK CREDITS REMAINING</td>
<td>65</td>
</tr>
<tr>
<td>CONTRACTING IN</td>
<td>65</td>
</tr>
<tr>
<td>TRANSFER OF WORK/SALE OF LICENSE</td>
<td>65</td>
</tr>
<tr>
<td>WORK OF THE BARGAINING UNIT</td>
<td>66</td>
</tr>
<tr>
<td>CHANGES IN POLICY</td>
<td>66</td>
</tr>
</tbody>
</table>
RETURN TO WORK PROGRAM AND WORK REINTEGRATION .................................................... 66
E.I. CARVE OUT .................................................................................................................. 66
SUMMER RELIEF .............................................................................................................. 66
REDUCED WORK WEEK ................................................................................................. 67
PAID HOLIDAYS ............................................................................................................... 68
PART TIME SENIORITY ACCRUAL .................................................................................. 69
RECREATIONAL AIDE .................................................................................................... 70
VACATION MONIES ........................................................................................................ 70
CASUAL EMPLOYEE ...................................................................................................... 70
WOMEN'S ADVOCATE .................................................................................................. 70
ADVANCE OF PENDING ILLNESS CLAIM ..................................................................... 70
RECORD OF EMPLOYMENT (ROE) ................................................................................ 70
TRAINING ISSUES ........................................................................................................... 71
LIABILITY INSURANCE .................................................................................................. 71
HOLIDAY PAY .................................................................................................................. 71
WHEREAS the Union by certificate is the certified bargaining agent of:

All employees of the Pinehaven Nursing Home, at Waterloo, Ontario, save and except supervisors, persons above the rank of supervisor, registered nurses, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and office staff.

- and -

All employees of Pinehaven Nursing Home at Waterloo, Ontario, regularly employed for not more than 24 hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses and office staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide machinery for 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. It is the desire of the parties hereto to co-operate and harmoniously work together in the promotion of the highest standard of care for the residents in the Nursing Home.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Pinehaven Nursing Home at Waterloo, Ontario; save and except supervisors, persons above the rank of supervisor, registered and graduate nurses, and office staff.

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 the Agreement.

2.03 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies. This Agreement shall be read with the appropriate changes of gender and grammatical changes as required by the context.
2.04 The word “employee” or “employees” as used in this Agreement shall mean the employees referred to in Article 2 of this Agreement, who are within the bargaining unit for whom the Union is recognized as the bargaining agent.

2.05 All correspondence between the Employer and the Union arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the Union Office (Union Representative) with a copy to the secretary of the Union Committee.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 It is acknowledged that it is the right and function of the Employer except as modified by the terms of this Agreement, to:

a) Determine and establish standards and procedures for the care, welfare, safety and comfort of the residents in the Nursing Home and to plan, direct and control the work of the employees and the operations of the Home;

b) Maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations which will not be inconsistent with the terms of this Agreement. The Employer will notify the Union Committee of any alterations of the present rules or regulations, or of new regulations prior to their implementation in order that the Union may make representation thereupon;

c) Hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees for just cause, provided that a claim or discriminatory transfer, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

3.02 In the event that a Home assigns a number of residents or a workload to an individual employee or group of employees, such that she or they believe she/they have cause to believe that she or they are being asked to perform more work than is consistent with proper care they may raise the matter in labour/management meetings.

3.03 In the event that an individual employee or a group of employees have a workload concern, the matter will be addressed as follows:

a) When a workload issue is identified, the employee(s) shall discuss the issue with the Employer to develop strategies to meet resident care needs using current resources.
If necessary, using established lines of communication, the employee(s) shall seek assistance from an individual(s) identified by the Employer who has responsibility for the management of workload issues in a timely manner.

b) The Employer agrees to discuss the topics of workload and working short at labour management meetings during the currency of this agreement. Either party may bring such information or data as it wishes to the meeting.

In the event that the Home assigns a number of residents or workload to an individual employee or group of employees, such that she/they have cause to believe that she or they are being asked to perform more than is consistent with proper care, they may raise the matter in labour management meetings.

ARTICLE 4 - UNION SECURITY INCLUDING WORK OF THE BARGAINING, UNIT AND CONTRACTING OUT

4.01 The Employer agrees that it will deduct union dues monthly from the earnings of each employee coming within the scope of the bargaining unit defined in the Recognition clause of this agreement, in accordance with the provisions of the Constitution of Unifor, in the manner and amounts provided as notified in writing by the Union. These dues shall be remitted forthwith in accordance with the terms set out in writing by the Union to Unifor at the following address:

Unifor Local 302
125 Elm Street
London, Ontario N5Z 2K4
Attn: Rusty Sproul

or such other address as directed by the Local Union in writing.

A list of employees for and on whose behalf such deductions have been made shall also be forwarded to Unifor at the same address and at the same time.

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this agreement except for any claim or liability arising out of an error committed by the Employer.

4.02 All present employees who are members of the Union covered by the Agreement shall remain members in good standing for the duration of their employment as a condition of employment.

4.03 New Member Orientation
The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The employee will be introduced to the Union Chairperson or designate by a representative of the Employer.

It is mutually agreed that arrangements will be made for a Union representative to interview each newly hired employee once during the first thirty (30) days of her employment for the purpose of informing such employee of the existence of the Union in the facility. The Employer shall advise the Union monthly as to the names of the persons to be interviewed. The interview will not exceed fifteen (15) minutes.

4.04 The Employer will provide to the Union Chairperson on a monthly basis a listing of the names, addresses and classifications of all new hires, the names of employees who have terminated, been terminated and those who have resigned, as well as those employees who have not remitted dues in that month as a result of some form of absence where Union dues cannot be deducted by the Employer, and Weekly indemnity.

4.05 The Employer will provide the Union with a list of the names of its Supervisors.

4.06 T-4 slips issued annually to employees shall show deductions made for Union dues.

4.07 Work of the Bargaining Unit
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 layoff or reduction in hours of work of an employee in the bargaining unit.

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

4.09 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 5 - NO DISCRIMINATION

5.01 No Discrimination/Harassment
The Employer and Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of
their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation nor by reason of union membership or activity.

The Employer and Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practice by either of them or by any of their representatives, with respect to any employee by reason of age, disability, sexual orientation, or any other factor not pertinent to the employment relationship, save and except those limitations as set out in the Legislation of the Province of Ontario.

The term "spouse" or "partner" as used in this Agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

5.02 Joint Commitment in Respect of Harassment
The Employer and Unifor are committed to providing a positive environment for staff. The Employer, the Union and the employees recognize their obligations under Bill 168. All individuals have the right to be treated with respect and dignity, consistent with our values. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination and harassment.

Where a bargaining unit member complains of harassment by a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of Unifor. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer’s response she is entitled to file a grievance under the terms of this Collective Agreement.

5.03 The Employer and the Union further agree that there shall be no discrimination against any employee because of membership or non-membership or activity in the Union or in the exercise of his/her lawful rights under this Collective Agreement.

5.04 The Employer and the Union agrees that there shall be no intimidation, interference, or coercion exercised against any employee of the Employer by any of its members or representatives, and that there shall be no Union activity on the Employer’s premises except as specifically provided for in this Agreement.

5.05 Violence Against Women
The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving
full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

5.06 **No Discrimination or Harassment**

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff is to be treated with respect dignity and respect. Abuse or threatening behaviour shall include, but not be limited to the following:

- Physical abuse
- Psychological abuse
- Emotional abuse
- Sexual abuse

In order to provide and maintain an environment free of abuse/threatening behaviour all residents, family members, volunteers and persons having practicing privileges shall be informed that abuse/threatening behaviour towards staff will not be tolerated.

There will be no backlash or retaliation for the lodging of a complaint or participation in an investigation made in good faith.

It is agreed that when the employee is faced with the abovementioned abuse it may be necessary for that employee to leave the threatening situation and notify his/her immediate supervisor who will assess the situation and give further direction. In the event that the abuse is from a resident, it is agreed that no employee will be obligated to work with the resident one-on-one. In the event that a cognitive resident continues with the abuse/threatening behaviour, the staff member shall be given the opportunity to transfer to a different work area, or be assigned a different resident. The incident will be documented on the resident care plan/ chart with a clear course of a'ction for staff to follow when providing care to the resident and a copy of the incident will be provided to the Director of Nursing.

If the abuse/threatening behaviour involves a resident the multi-disciplinary team will do a full assessment of the situation and develop a plan of action. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

If the abuse/threatening behaviour involves a non-resident, the management team will investigate the complaint and, if warranted, the individual will be put on notice that
their behaviour is unacceptable. If the behaviour continues appropriate action will be taken.

The multidisciplinary team, which may include the employee that was involved in the incident, will do a full assessment of the situation. In the event that the resident knowingly and willingly continues the abusive behaviour, it will be documented and the Employer will suggest the resident shall be referred to an appropriate facility.

5.07 Harassment Policy in Respect of Unifor Members

1. Policy
Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of harassment. This letter applies to circumstances in which one bargaining unit member alleges harassment by another bargaining unit member.

2. What is Harassment?
For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

3. Responsibilities
In order to provide for and maintain an environment free of harassment, the Employer and Unifor will ensure that:

* All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.

* The Employer and Unifor will jointly investigate all complaints.

* The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.
All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

* Name-calling
* Racial slurs or jokes
* Mimicking a person's accent or mannerisms
* Offensive posters or pictures on paper
* Repeated sexual remarks
* Physical contact that could be perceived as degrading
* Sexual flirtation, advances, propositions
* Leering
* Comments about a person's sex life
* Innuendo, gestures or taunting about a person's body, disability, attire or gender

4. Procedure
The Employer and Unifor are responsible for:

* Advising a complainant when this policy applies;
* Providing education regarding harassment;
* Clarifying options available;
* Identifying and assisting complainants in obtaining counseling;
* Facilitating in the resolution process and
* Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, Union or charges under the Criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. All complaints will be held in strict confidence.

1. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
2. The Employer and Unifor will document the complaint and the individual will be informed of his/her rights.

3. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.

4. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.

5. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.

6. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.

7. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.

8. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.

9. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.

10. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.

11. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

5.08 **Resident Abuse Not Tolerated**

The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent
home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees, that, during the lifetime of this Agreement there will be no strike, and the Employer agrees that there will be no lockout.

6.02 The words “strike” and “lockout” as used herein are agreed to have the meaning defined for these words in the Ontario Labour Relations Act, R.S.O., 1995.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 The Union shall elect or otherwise select up to seven (7) members of the bargaining units, who shall function as the Union Committee. One of the representatives so selected or elected will be the Union Chairperson. The Union shall furnish the Employer from time to time with an update on the current Union Committee representatives.

The Union Chairperson will be assigned to the day shift unless mutually agreed otherwise by the parties. If the Chairperson is not working on the day shift she will exchange her shift with the least senior employee on the day shift in her classification. At the end of her tenure as Union Chairperson the employees will revert back to their original shift, or the position of their last successful posting.

The Union Committee will meet with the Employer on a regular basis as is mutually agreed upon to discuss and resolve any grievances and other matters that either party may raise. Such meetings will occur on the Employer’s premises and during the day shift during regularly scheduled working hours. Either party may request a meeting, which shall be held within five (5) calendar days of the request.

The Union Committee shall have the right at any time to have the assistance of representatives of Unifor. Normally such representatives shall have access to the Employer’s premises.
The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during her term of office, as long as they are qualified to perform any available bargaining unit work.

The Labour Management Committee shall consist of up to 2 representatives. The employer will have equal representation.

This Labour Management Committee will meet every two (2) months, unless otherwise agreed. Both parties will discuss the agenda and review whether or not a meeting is necessary at least ten (10) days in advance of a scheduled meeting. The meetings shall occur at a time to be determined by the parties but will in all cases be held when the Union Committee member is at work. The Union Committee representatives shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending these meetings.

Notwithstanding the above, the Employer will pay full-time and part-time Union Committee representatives an amount equal to their straight time hourly rate for all hours spent attending Labour/Management Committee meetings should meetings be scheduled on a day off.

7.02 The Employer will pay the regular rate of pay for no more than three (3) employee members of the Union Committee for all regularly scheduled working hours lost due to attending negotiations of this Agreement or its successor with the Employer, before and after, but not during the Conciliation process.

7.03 A steward, and where applicable, members of the Union Committee, shall receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of clarity, cover meetings with a Grievance Settlement Officer appointed under the Labour Relations Act, with representatives of the Employer, whether on or outside the Employer's premises, for which permission has been granted.

7.04 The parties agreed the Employer's obligation to pay the regular rate of pay to the Union Committee members and/or Stewards for the aforementioned meetings remains at payment for three employees.

7.05 Where a Home is participating in a Master Bargaining Process, and a Union Committee Person is attending a bargaining session with the Employer on Master issues, on a day that would otherwise be a scheduled day off, the Employer agrees to provide such employee with an alternative day off with pay, or, in the alternative pay for the scheduled day(s) so spent in negotiating meetings with the Employer.

7.06 Upon receipt of written notice from the Union as far in advance as possible, the
Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

Where an employee is on approved union leave the Employer will continue to pay all wages and benefits. The Employer will then submit a detailed invoice for such wages and benefits paid to the affected employee and any other employee costs associated with those wages to the Local Union office for reimbursement.

**NHRIPP**

In addition to any limits in the collective agreement, where a bargaining unit member is a representative on the NHRIPP Board, she shall be entitled up to an additional thirty-six (36) days of unpaid leave per calendar year.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Any complaint arising between the employees and the Employer shall be considered as a grievance and shall be dealt with as speedily and effectively as possible, in accordance with the procedure outlined below:

8.02 Complaint

Any employee having a complaint shall first take the matter up with her Supervisor when the employee became aware of the issue giving rise to the complaint. The Supervisor shall give a decision within seventy-two (72) hours of such discussion. If the Supervisor’s decision is not satisfactory to the employee, the employee may refer the complaint to the Union Committee.

Step 1

The Union Committee will then submit the grievance in writing to the Administrator, or designate within five (5) calendar days of the response. The Administrator shall respond to the grievance in writing to the Union Committee within five (5) calendar days of receipt.

Step 2

If the response is not satisfactory to the Union Committee, the parties shall arrange a meeting within five (5) calendar days of receipt of the Employer’s response to discuss the grievance. The meeting shall be attended by the Union Committee and representatives of the Employer. The Employer’s response shall be in writing within five (5) calendar days of the meeting. If the Union Committee is not satisfied with the
response it may refer the grievance to arbitration as provided below within ten (10) calendar days of the receipt of the Employer's response. The Union Chairperson will be provided with a reasonable time in advance of any Step 2 grievance meeting in order that he/she may prepare for such meeting.

8.03 **Group and Policy Grievances**
The grievance procedure outlined in this Article shall apply equally to a grievance lodged by a group of employees, or to a policy grievance. Such grievances shall be filed in writing at Step 1 within ten (10) calendar days of becoming aware of the issue giving rise to the complaint.

It is understood that the Employer may file a Policy grievance with the Union under this clause.

8.04 **Discharge Grievance**
A claim by an employee that she has been unjustly suspended or discharged shall be treated as a grievance if a written statement of such grievance is filed by the employee within five (5) calendar days after the employee has received notice of discharge or suspension in writing from the Employer. Such special grievance shall be taken up at Step 2 of the grievance procedure.

It is agreed that the Union Chairperson will be notified immediately upon the dismissal or suspension of any employee within the bargaining unit.

8.05 Time limits fixed in the grievance procedure may be extended only by mutual consent of the parties.

8.06 Effective on the renewal of the current (as of February 2005) health and welfare benefits coverage:

**Benefit Grievance Resolution**
Any grievance arising from the interpretation, application and/or administration of the health and welfare benefits shall be resolved as follows:

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

(b) Within ten (10) days of filing a grievance, the parties shall meet with a view to resolving the grievance.

(c) If the grievance is not resolved, as aforesaid, or if the parties fail to meet within the time limited, then the grievance may be referred by either party to a single
arbitrator, within ten (10) calendar days, to be selected alternately from the list of arbitrators hereinafter provided.

(d) The arbitrator shall, in his/her discretion, determine the most expeditious manner of resolving the dispute consistent with affording each party a reasonable opportunity to present its case. The arbitrator may dispense with an oral hearing; receive only written submissions; hear evidence or submissions by conference call; receive evidence by affidavit and/or take such other steps as may be in his/her opinion appropriate.

(e) The arbitrator may in his/her discretion attempt to assist the parties in settling the dispute.

(f) The arbitrators for this process shall be as agreed by the Central Parties.

(g) The arbitrator shall render a decision within ten (10) days of completion of the hearing. Written reasons are not required. Oral decisions confirmed in writing may be given.

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

(i) It is the responsibility of the Employer to obtain insurance, which includes an agreement by the insurer to be bound by the process. If the Employer fails to obtain the agreement of an insurer, the grievance shall proceed as though it is a self-insured benefit.

(j) The parties agree that the decision of an arbitrator hereunder shall be final and binding and shall not be appealed or judicially reviewed by either party. The purpose of waiving any appeal rights or rights of judicial review are to avoid the cost and expense associated with the exercise of these rights.

(k) The decision of the arbitrator shall not have any value as a precedent in a subsequent case.

(l) If in the opinion of any party a grievance raises an issue which should be decided by the form of grievance arbitration provided by the Collective Agreement for all other grievances, upon the consent of all parties the grievance shall be transferred to the ordinary grievance/arbitration process.
8.07 The parties agree to follow the current benefit booklet or collective agreement regarding benefits, and, at age seventy (70) workers previously entitled to benefits will receive in lieu as per the contract (Article 20.05).

8.08 **Right to have a Steward/Union Committee Member Present**

An employee subject to formal disciplinary action which is to be recorded in the employee’s personnel file shall have a Union Committee Member present at the time such discipline is given. The employee, and the Union Committee member shall be informed in advance that the meeting is to be disciplinary in nature, and the a Committee member can be involved.

8.09 **Clearing of the Record**

Records of formal disciplinary action (written warning, disciplinary suspensions) will, except as noted below, be removed from an employee’s personnel file once twelve (12) months have elapsed since the date of the last formal disciplinary action on the file.

Formal disciplinary action, in this context, is any disciplinary action, which is reduced in writing and given to the employee.

Such records will not be removed where the disciplinary action arises from an interaction with residents or family members, until thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

The Employer agrees that no employee will be discharged, disciplined or otherwise discriminated against for advocating in the interests of the home's residents, or for reporting or publicizing any alleged deficiencies in resident care and quality standards. It is understood that an employee should first bring such deficiencies to the Employer's attention through their immediate Supervisor, labour-Management Committee or other workplace forums; and allow the Employer a reasonable opportunity to remedy any problems.

**ARTICLE 9 – ARBITRATION**

9.01 The parties shall use a single arbitrator to decide unresolved grievances between them selected from the list below:

Wes Rayner  
Randy Levinson  
Ted Crijenca  
Jules Bloch  
Laura Trachuk  
David Starkman

The parties may add to the list by mutual agreement.
9.02 The cost of the arbitrator shall be shared equally by the Employer and the Union.

9.03 The arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and provisions of this Agreement, nor deal with any matter not dealt with in this Agreement. In a case where the penalty imposed by the Employer is at issue the Arbitrator may substitute or otherwise modify such penalty.

9.04 All reasonable arrangements will be made to permit the conferring parties to have access to the facility to view any disputed operations involved in the grievance.

9.05 Time limits fixed in the arbitration procedure may be extended only by mutual consent of the parties.

9.06 Mediation

Either party, with the agreement of the other party, may submit a grievance to Mediation at any time within 10 days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.

Grievance mediation will commence within 21 days of the grievance being submitted to Mediation or longer as agreed by the parties.

No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

The parties shall agree on a mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, and no record of the proceedings shall be made. Prior to proceeding to the Mediation process the parties will notify one another of their intention to use legal counsel.

If possible, an agreed statement of the facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation conference.

The Mediator will have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated
subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 10 - HEALTH & SAFETY

10.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

10.02 A Joint Health and Safety Committee will be established with representation from various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, and an equal number of Employer Representatives. Unifor will be entitled to one representative for every fifty bargaining unit members in the facility, with a minimum of two (2) representatives.

10.03 At no time shall the number of company members be allowed to outnumber the amount of union members.

10.04 Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The non-management members of the committee will elect the Union co-chair.

10.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held quarterly or more frequently as the committee may determine.

10.06 Without limiting the generality of the foregoing, the committee shall:

   a) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the work place and equipment.
   b) Make recommendations for the improvement of the health and safety of workers.
   c) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
   d) Record the minutes of the meetings, which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
   e) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons
or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.

f) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation.

10.07 In the event of accident or injury committee 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.

10.08 No employee shall operate any piece of equipment or perform duties until she has received orientation, education and/or instruction.

10.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

10.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

10.11 The Employer will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Employer will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

10.12 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 it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

10.13 (a) National Day of Mourning

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

(b) Montreal Massacre

December 6th - Take back the night - one minute of silence.
10.14 **Protective Clothing and Equipment**
The Employer recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer’s expense. Where the committee recommends the wearing of such protective clothing and equipment, and the Employer implements such recommendation, employees are obligated to comply with such recommendation(s).

10.15 **Lockouts and Machine Guarding**
The Employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

10.16 **Outbreak**
(a) Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the cost of such treatment is not covered by some other source, the cost will be borne by the Employer.

(b) If an employee does not take the recommended course of treatment, or fails to complete it, she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee’s expense.

(c) An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave or vacation if the credits are available. If the employee has no sick time she may use vacation entitlement subject to the following paragraph.

(d) Accrued sick time must be used prior to using vacation entitlement. In the event that an employee uses vacation, such vacation will be granted in increments of one (1) day. These single vacation days will not be considered as single days as set out in Article 15.06. The employee shall be required to contact the Administrator of the facility, or her designate, on a daily basis to confirm that vacation will be granted for that day. Employees on vacation must be available to work each day if required by the Employer.
(e) Where it is permitted by the Medical Officer of Health, or designate, and where it is otherwise possible, and employee who cannot work due to not taking the recommended course of treatment may be reassigned to work in another area of the home until the outbreak is declared over.

(f) In the case of employees who work at more than one health care facility, and an outbreak occurs in one of the facilities with the result being the medical officer of health or designate limits the employee to working at one facility only, the Employer will attempt to offer the employee call-in hours, being respectful of the agreed to call-in procedures.

10.17 Employment of Disabled Workers
The Union acknowledges the duty of the Employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty.

10.18 Injured Workers Provisions
An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at her regular rate of pay. Such employee shall be provided with transportation to her doctor's office or the hospital and to her home as indicated.

ARTICLE 11 – SENIORITY INCLUDING PROBATIONARY PERIOD

11.01 a) Seniority is defined as the length of service in the bargaining unit since the date of last hire. A new employee will be considered on probation until after he/she has completed four hundred and fifty (450) hours worked or twelve (12) months, whichever occurs first. Hours must be worked in order to pass probation. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date the employee was hired by the Employer.

b) There shall be portability of seniority, vacation and other credits accumulated by employees if and when they move between full-time and part-time employment status (part-time employees, 200 paid shifts equals one year's service).

c) Effective June 15, 1987, a part-time employee who becomes a full-time employee without interruption of her continuous service, shall be ranked on the full-time service on the basis of a formula that 1800 hours equals one year service. This credit applies to seniority and not to service.
d) An employee may only be discharged for just cause, except that an employee, who has not completed his probationary period, may be terminated on the basis of a fair and proper assessment of his suitability for employment with the nursing home, but which action may be taken up as a grievance.

11.02 In case of promotion, demotion, and transfer, seniority shall apply provided the employee concerned can perform the normal requirements of the job.

11.03 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year. The Employer will include a list of employees' pro-rata percentage with the seniority list sent to the Union Office. If there are no written complaints concerning the seniority list in the six (6) months following its posting, the list shall be deemed to be accurate.

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

(a) Voluntarily resigns, quits, retires, or is retired; or

(b) Is discharged for just cause and not reinstated pursuant to the provisions of the grievance and arbitration procedures; or

(c) Overstays a leave of absence or remains away from work without permission for a period of more than three (3) consecutive working days for which she was scheduled to work, without a justifiable reason for the absence; or

(d) Fails to report for work in accordance with a notice of recall, or to inform the Employer within three (3) working days of receipt of notice of recall of her intention to return to work, or fails to return to work within ten (10) working days of the receipt of notice of recall, unless a satisfactory reason is given; or

(e) Is laid-off from work for a period of thirty-six (36) months

An employee may accept a supervisory position outside of the bargaining unit for a period of up to one year. During such leave the employee's seniority will be frozen. She will be entitled to return to her former position at the end of the leave. This clause will not be repeatedly applied in respect of a single member of the bargaining unit so as to permit an employee to maintain seniority entitlement while working outside of the bargaining unit.
ARTICLE 12 – LAYOFF AND RECALL

12.01 Short Term Layoff
In the event of short term layoffs (a layoff of less than thirteen (13) weeks) the Employer will determine the shift(s) and classification(s) in which the layoffs will occur. The parties can agree to alternative methods of reduction of hours if time permits.

12.02 General Provisions Related to Layoffs
For purposes of layoff the seniority lists will be merged. It is understood and agreed that if a part time employee bumps a full time employee as part of the layoff procedure the part time employee is accepting the full time position only. Similarly, if a full time employee bumps a part time employee as part of the layoff procedure the full time employee is accepting the part time position only. Note that the matter of benefits coverage will be determined by the status into which the employee bumps.

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

12.04 In the event of a proposed 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

12.05 Layoff Procedure
(a) In the event of layoff seniority lists will be merged.

(b) The Employer will determine the shift(s) and classification(s) in which the layoffs will occur. An employee who is subject to layoff shall have the right to either:

i) accept the layoff; or

ii) displace an employee who has less bargaining unit seniority provided she has the qualifications and can perform the duties in question without training other than orientation.
iii) An employee who is displaced as a result of the operation of (ii) may accept the layoff or displace a less senior employee provided she has the qualifications and can perform the duties in question without training other than orientation. Such employee so displaced shall be laid off.

iv) The decision of the employee to choose (i) or (ii) above shall be made in writing to the Administrator within three (3) business days following notification of layoff or advice that the employee is to be bumped. Employees failing to do so will be deemed to have accepted the layoff.

12.06 Employees on layoff may apply for any posted position; however the job posting procedures will apply unless otherwise noted.

12.07 Recall Rights

(a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the qualifications and can perform the duties in question without training other than orientation.

(b) Employees on layoff have the right of recall to their former position, and this supersedes the posting provisions of the collective agreement.

(c) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within thirty-six (36) months of the date of her layoff.

(d) No new permanent 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.

(e) 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 on the second day following the date of mailing) and to return to work within ten (10) working days after being notified unless a satisfactory reason is given. The employee is solely responsible for her proper address being on record with the Employer.

(f) Employees on layoff, or notice of layoff, have a right to consideration for temporary vacancies expected to exceed fourteen (14) days. An employee who
has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

(g) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months. Employees on recall are responsible for the maintenance of any skills and/or license to practice required for them to return to work.

(h) In cases of a layoff and recall seniority shall apply provided the employees concerned can perform the normal requirements of the job.

(i) Recall shall be in reverse order to layoff and all employees on layoff must be given the opportunity of recall before any additional new help is hired.

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

12.09 Grievances concerning layoffs shall be initiated at the final step of the grievance procedure.

ARTICLE 13 - JOB POSTING

13.01 In the event new jobs are created or vacancies occur in existing job classifications (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 seven (7) working days and shall stipulate the qualifications, classification, rate and department concerned before new employees are hired in order to allow employees with seniority to apply.

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

13.03 If no applications are received by 10:00 a.m. of the seventh day following the posting date the Employer may start proceedings to secure permanent applications for vacancy from outside labour sources.

13.04 Employees shall have the right to bid during such period of posting on any such vacancy or new job created. Such vacancy or new job created shall be filled from the
applications so received on the basis of seniority, provided the senior employee can perform the normal requirements of the job.

13.05 If a new job is created or an existing job is modified within the scope of the bargaining unit, the Employer and the Union shall meet to discuss an appropriate wage rate before anyone is employed. Should there be disagreement as to an appropriate new wage rate; the Union may elect resolution through the grievance/arbitration procedure.

13.06 The Employer will inform any unsuccessful applicants upon the filling of a job vacancy, with reasons for the Employer's decision.

13.07 Within seven (7) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

13.08 The original job and first vacancy arising from the successful application will be posted for seven (7) working days. Subsequent vacancies arising shall be posted for five (5) working days.

13.09 The successful applicant shall be placed on trial for a period of 2 months. Conditional on satisfactory service, such trial promotion or transfer shall become permanent after the period of 2 months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary without loss of seniority.

Employees who wish to return to their former position during a trial period must set out their request in writing to the Employer. Similarly, where the Employer determines that it intends to return an employee to her former position during her trial period the employee will receive notice in writing.

13.10 Where it is reasonably known that an employee is going to be off for more than 30 days, the Employer shall post the job. In the event that the employee who is being replaced is able to return to work sooner than is expected, she/he shall be put on the schedule as soon as possible but no later than the next posted schedule. The employee who was awarded the temporary posting shall be returned to his/her previous position.

13.11 Temporary Job Postings
The successful applicant for temporary job postings shall complete the term identified on the posting or six (6) months, whichever is less, and shall not apply for another job posting unless such posting is for a permanent position or higher paid position.

Temporary vacancies will not be of a duration in excess of one year, unless specifically agreed to by the parties. Employees filling a temporary vacancy will return to the position held prior to filling of the temporary vacancy and all other employees will likewise be returned to their former positions, without recourse to the grievance and arbitration provisions of the agreement.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 Compassionate Leave

a) Upon the death of an employee’s spouse, child or step-child, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.

b) Upon the death of an employee’s mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay, ending with the day of the funeral.

c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee’s scheduled working day. If the funeral is not attended the paid leave shall be limited to two (2) days ending no later than the day of the funeral.

d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.

e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which he is receiving payment for holiday pay.

f) It is understood that if an employee is on sick leave and attends the funeral, the bereavement leave will not be charged against sick leave accumulated.

g) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
h) An employee can apply to use a paid bereavement day to which she would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.

i) When an employee is eligible for Bereavement Leave while on vacation, she shall be entitled to such Bereavement Leave as set out above. The vacation period shall be extended by the number of vacation days so replaced, or the replaced days may be rescheduled, as mutually agreed.

14.02 Pregnancies and Parental Leave

Preamble

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

14.03 Pregnancy Leave

a) An employee who is pregnant shall be entitled, upon application; to pregnancy leave and parent leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 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) Pregnancy leave shall be granted as a right.

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 14.10 Parental Leave.

d) Notwithstanding Article 14.03 (b) above, an employee must complete 10 months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.
Effective January 1, 1992 and upon confirmation of the Sub Plan by the Employment Insurance Commission an employee on maternity leave who is in receipt of Employment Insurance maternity leave benefits shall be paid a supplemental Employment Insurance benefit.

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

Such payment shall commence after the two week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

The employee shall endeavor to provide proof of EI benefits within two (2) weeks of the receipt of the employees EI benefit.

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

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.

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.

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

14.04 An employee who does not apply for leave of absence under Article 14.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 14.03 (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.
14.05 During the period of leave, the Employer shall continue to pay the Employer's portion of the hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums. If deductions for the employee’s share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

14.06 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 an employee returns to work at the expiry of the normal maternity or adoption leave, and the employee’s former permanent position still exists, the employee will be returned to her former job, former shift if designated.

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

14.08 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 alternative 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 14.06.

14.09 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.

Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 14.10 of this Agreement. The employee shall give the Employer at least two (2) weeks notice; in writing that she intends to take parental leave.

The service requirement for eligibility for pregnancy leave SUB benefits shall be ten (10) months of continuous service before the expected date of birth.

14.10 Parental Leave
   a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration and shall, in all cases, be completed thirty-five (35) weeks after it began.

d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

e) For the purposes of parental leave under Article 14.10 Parental Leave, the provisions under .04, .05, .06, .07, .08, and .09 shall also apply.

14.11 Family Leave
An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.

An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the plan and matched by the employee), in which the employee is participating during the leave.

Subject to changes in an employee's status which would have occurred had she have been on Family Medical Leave the employee shall be reinstated to her former position.

14.12 Personal Leave of Absence
Personal leave of absence without pay may be granted by the Employer, and such leave shall not be unreasonably denied.

Personal leaves of absence should be applied for prior to the posting of the schedule, if possible. No personal leave of absence, to be used in conjunction with vacation time, will be granted in the months of July, August and December unless there is time available in accordance with the letter of understanding.

14.13 Union Leave of Absence
Upon receipt of written notice from the Union as far in advance as possible, the Employer will grant a leave of absence without loss of seniority or service to attend Union conventions, conferences or to attend to Union business to a maximum of forty (40) working days in any one calendar year within each bargaining unit at each work site. The forty (40) working day limit shall not include PEL absences or absences to attend other Union educational programs, which shall be limited to a total of forty (40) working days. The limit does not apply to the Union Chairperson.

An employee may apply to the Employer for a long-term leave of absence without pay but without loss of seniority if they are elected or appointed to a full-time position with the Local or the National Union. Such leave shall be for a period of three (3) years and may be renewed for a further period as may be agreed between the parties. During such leave the Union shall be responsible for providing WSIB coverage. The Employer will post the vacancy arising as a result of granting this leave as a temporary vacancy, which will be filled in accordance with the job posting article.

Employees on Union Leave of Absence will be paid for such leave by the Employer. The Employer will then forward a statement of such costs of the leave to the Local 302 Union Office. The Union will compensate the Employer such costs within a reasonable period of time.

14.14 Jury-Witness Duty

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

a) Notifies the Nursing Home immediately on the employee’s notification that she will be required to attend at court;

b) Presents proof of service requiring the employee’s attendance; and

c) Deposits with the Nursing Home the full amount of compensation received; excluding mileage, traveling and meal allowance, and an official receipt thereof.

An employee can opt not to submit the pay for jury and witness duty and not receive lost earnings.

14.15 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave he will forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed by the Union and the Employer.

14.16 Leave for Public Duties
When elected to Federal, Provincial or Municipal office, the Employer will grant leave of absence without pay, and without loss of further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may in the Employer's discretion be granted on written application. The Union agrees to indemnify the Employer if any replacement employee is displaced by the return of such employee.

14.17 **Education Leave**

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

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

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

(d) **Mandatory Education and In-Services**

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours the employee shall be paid at her or his regular straight time hourly rate of pay.

14.18 **Effect of Absence**

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

a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days, or any approved absence paid by the Employer, both seniority and service will accrue.

b) During an unpaid absence exceeding thirty (30) calendar days other than an absence under the maternity/adoption provisions, credit for service for purpose of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere shall be suspended for the
period that exceeds thirty (30) days; 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 she is participating for the period of the absence. An employee on maternity/adoption leave continues to be responsible for full payment of subsidized employee benefits in which she is participating for the period of the approved leave. During such leave exceeding thirty (30) calendar days, previous service will be preserved.

c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence that exceeds thirty (30) days. Notwithstanding this provision, seniority shall accrue during maternity/adoption leave or for a period of one (1) year if an employee’s absence is due to an injury within the nursing home resulting in Workers Compensation benefits.

d) Where an employee is laid off for not more than thirty (30) continuous months, such layoff shall be treated for purposes of this section as an unpaid leave of absence and full coverage for all employee benefit plans will continue for the period not exceeding thirty (30) continuous days.

14.19 The Employer agrees to pay into a special dues fund two (2) cents per hour per employee for all compensated hours. Such monies will be paid on a quarterly basis into a fund established by the Canadian Auto Workers and shall be utilized by the Union at its discretion and sent by the Company to the following address: Unifor Paid Education Leave Program, Unifor Family Education Centre, R. R. #1, CAW Road 25, Port Elgin, Ontario, NOH 2C3.

The Employer further agrees that members of the bargaining units selected by the Union to attend such courses will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary. Employees on such leave of absence will continue to accrue seniority and benefits during such leave.

14.20 Where a full-time bargaining unit employee is absent from work on an approved leave of absence, which includes maternity/adoption leave and Workers’ Compensation, the Employer may suggest that a part-time bargaining unit employee work as a full-time bargaining unit relief for the duration of the approved leave of absence, for up to six months, in which case the part-time bargaining unit employee will continue to be covered under the terms of the Collective Agreement as part-time bargaining unit employee. The Employer will notify the Union of any appointments made under this provision.

14.21 Military Leave
An employee will be granted unpaid Military leave in accordance with the Employment Standards Act, in addition unpaid leaves may be granted for the purpose of fulfilling their military training. The employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received. Seniority will continue to accrue on such leaves and service will accrue in accordance with the effect of absence provisions within the collective agreement.

ARTICLE 15 - VACATIONS

15.01 a) Employees covered by this Agreement who regularly work more than 66 hours bi-weekly shall receive the following vacation with pay on the basis of service as follows:

<table>
<thead>
<tr>
<th>Service as at July 1st</th>
<th>Vacation with Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to one (1) year</td>
<td>Four (4) percent of gross earnings for the period worked with time off at the rate of one (1) day per month to a maximum of ten (10) working days</td>
</tr>
<tr>
<td>One (1) year and over</td>
<td>Ten (10) working days (2 work weeks) with pay at 4% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>Three (3) years and over</td>
<td>Fifteen (15) working days (3 work weeks) with pay at 6% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>Eight (8) years and over</td>
<td>Twenty (20) working days (4 work weeks) with pay at 8% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>Fifteen (15) years and over</td>
<td>Twenty-five (25) working days (5 work weeks) with pay at 10% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>Twenty-three (23) years and over</td>
<td>Thirty (30) working days (6 work weeks) with pay at 12% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>Twenty-two (22) years and over (effective 2016 vacation year)</td>
<td></td>
</tr>
<tr>
<td>Twenty-eight (28) years and over full-time and part-time.</td>
<td>Thirty-five (35) working days (seven work weeks) with pay at 14% of gross earnings for the vacation year.</td>
</tr>
</tbody>
</table>
b) Employees who regularly work sixty-six (66) hours or less bi-weekly shall receive vacation benefits for the vacation year as follows:

<table>
<thead>
<tr>
<th>Service as at July 1st</th>
<th>Vacation with Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to less than 1800 hours worked</td>
<td>Four percent (4%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>1800 to less than 5400 hours worked</td>
<td>Two (2) calendar weeks vacation with pay at four percent (4%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>5400 to less than 14,400 hours worked</td>
<td>Three (3) calendar weeks vacation with pay at six percent (6%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>14,400 to less than 27,000 hours worked</td>
<td>Four (4) calendar weeks vacation with pay at eight percent (8%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>27,000 to less than 41,400 hours worked</td>
<td>Five (5) calendar weeks vacation with pay at ten percent (10%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td><strong>27,000 to less than 39,600 hours worked (effective 2016 vacation year)</strong></td>
<td>Six (6) calendar weeks vacation with pay at twelve percent (12%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>39,600 to less than 50,400 hours worked (effective 2016 vacation year)</td>
<td>Seven (7) calendar weeks vacation with pay at fourteen percent (14%) of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>50,400 hours of more worked</td>
<td></td>
</tr>
</tbody>
</table>

15.02 Employees shall submit in writing their request for vacation time for prime vacation period of July and August no later than May 1st and the vacation scheduled for July and August shall be posted no later than June 1st of each year. Schedules shall not be changed unless mutually agreed upon by the Employer and the Employee, providing, however, that should there be a dispute concerning the respective vacation dates between employees, seniority of the employee shall be the governing factor.
15.03 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided herein.

15.04 An employee shall be paid their vacation pay in advance of their scheduled vacation. An employee shall make such request for payment at least two weeks prior to the pay period in which the vacation pay is to be paid. Employees will not be allowed to draw their accrued and current vacation banks.

15.05 Prior to leaving on vacation, employees shall be advised as to the date and time in which to report to work following vacation.

15.06 An employee shall be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer. Employees with more than three (3) weeks of vacation entitlement shall be required to take their first three weeks of vacation in a minimum of one (1) week blocks, all other vacation being taken in one week blocks or as single days. It is understood that payment for single vacation days shall not amount to more than it would have if the employee had taken the vacation in one week blocks. Requests for single days shall be submitted in accordance with the scheduling provisions.

15.07 For the purpose of calculating eligibility the vacation year shall be the period from July 1st of any year to June 30th of the following year.

15.08 Vacation Pay must be requested and received no later than the last pay period in June.

15.09 Where an employee’s scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, provided the employee provides a satisfactory documentation of the illness and the hospitalization.

   The portion of the employee’s vacation which is deemed to be sick leave under the above provision will not be counted against the employee’s vacation credits.

15.10 Where an employee is on sick leave immediately prior to the commencement of scheduled vacation leave and continues to be sick after the scheduled start of the vacation, the whole period of the illness shall be considered sick leave provided the employee furnishes satisfactory documentation of illness. In such circumstances, the employee’s vacation shall be rescheduled after all other “first” vacation periods have been granted in accordance with Article 15.

15.11 Employees shall not draw vacation pay and work their vacation.
15.12 Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly shall have 100% of Employer portion of insured benefits paid.

Holiday and vacation entitlement levels for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees who regularly work (75) hours.

Holiday pay and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows:

a) Holiday pay is based on proration formula (based on hours worked - 4 hour shift = 4 hours pay).

b) Vacation pay - percentage of earnings.

ARTICLE 16 - PAID HOLIDAYS

16.01 Every employee who regularly works for more than 66 hours bi-weekly will be credited with pay computed at straight time for each of the following paid holidays:

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

For an employee who regularly works 66 hours or less, the Employer shall recognize the aforementioned as paid holidays and the employees will be credited with pay based on the proration formula set out in Article 20.

16.02 A full-time employee who is required to work on a paid holiday shall receive, at the employee's option either:

a) Pay at the rate of time and one-half (1/2) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay, or

b) Pay at the rate of time and one-half (1/2) the employee's regular rate of pay for work performed on such holiday, and a lieu day off with pay. Such lieu day off to be selected by the employee in writing.
16.03 If one of the paid holidays occurs during an employee's vacation or on an employee's regular day off, the employee will be credited with an additional day off with pay which may be added to his vacation or taken within nine (9) months of the said paid holiday at a time that is mutually agreed upon between the Employer and the employee; failing agreement the Employer may schedule the lieu day or pay an additional day's pay.

16.04 Employees shall have a choice of Christmas Day or New Year's Day off, the selection and scheduling of which will take place before December of each year. Where there is a dispute or scheduling problem between employees in a Department, Christmas Day or New Year's Day off will rotate between the employees each year on an equitable basis.

16.05 Where one of the above named statutory holidays falls on a Saturday or Sunday an alternative day may be designated by the Employer and the Union as the statutory holiday.

16.06 A part-time employee who is required to work on a paid holiday shall be paid at the rate of time and one-half his applicable hourly rate for work performed on the holiday; in addition he will receive paid holiday pay in accordance with the Employment Standards Act.

16.07 In order to qualify for a paid holiday, an employee must work the full scheduled shift preceding and immediately following the statutory holiday and in addition part-time employees must work ten (10) days in the previous twenty-eight (28) days unless the employee is absent on one of the aforementioned days due to illness or injury, or an approved leave of absence. Employees absent due to illness or injury may be required to submit a certificate from a duly qualified medical practitioner. If an employee has met the qualifiers contained in Article 16.07 they are deemed to have qualified for lieu day(s) pay.

16.08 For those employees entitled to it in accordance with the foregoing provisions, holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay in effect at the time of the holiday.

ARTICLE 17 - HOURS OF WORK AND SCHEDULING

17.01 The normal workday shall consist of seven and one-half paid hours with a thirty (30) minute unpaid lunch break. An employee's lunch break shall be an uninterrupted period from his or her workstation, whenever reasonably possible. Should this not be possible, an employee’s lunch period shall be extended to cover the time lost.
17.02 The regular work period will consist of seventy-five (75) hours which may be averaged over a two (2) week period. It is understood that employees may be required to work up to and including five (5) consecutive days. The Employer may switch scheduled days off to accommodate an emergency situation provided the switch is mutually agreed with the employee(s) affected.

This Article shall not preclude the implementation of modified daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

17.03 Full-time Employees will have the opportunity to sign an availability list in January and July of each year for overtime calls when the Employer offers overtime opportunities.

17.04 There shall be no pyramiding of any payments or benefits.

17.05 There shall be a paid fifteen (15) minute break during each half of a normal work day. Employees working less than a normal day shall receive one fifteen (15) minute break provided they have worked a minimum of 3.75 hours.

17.06 Schedules of work shifts on a two-week basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration of the schedule. Such posted schedule shall not be changed unless by mutual agreement between the Employer and the employees so affected, or so as to allow the mutual exchanging of shifts between qualified employees.

17.07 Requests for specific days off shall be submitted in writing to the supervisor two weeks prior to the posting. Granting of such requests shall be subject to the operations of the Home.

17.08 (a) All regularly scheduled employees shall be placed on a master schedule.

(b) Employees wishing to exchange shifts must submit their requests in writing, co-signed by the person willing to exchange shifts, and submitted to their supervisor for approval.

(c) Granting of requests, including exchanges of time, shall be subject to the operations of the Home; such requests shall not be unreasonably denied.

(d) Any changes in scheduling initiated by the employee shall not result in overtime compensation or payment or any other claims on the Employer by an employee under the terms of this agreement.

(e) There shall be no split shifts for employees except as mutually arranged between the Employer and employee(s). Requests for split shifts shall not be
unreasonably denied.

(g) Weekends off shall be equally distributed amongst full time employees of each department. Full time employees shall be entitled to one weekend in every two (2) week period unless otherwise mutually agreed.

(h) The Employer shall endeavour to provide part time employees with every other weekend off, however guarantees one weekend off in three weekends unless otherwise mutually agreed.

17.09 If an employee's requests for time off or exchange of shifts results in a conflict with the provisions of this Article the said request and the granting of such shall not be a violation of this Agreement.

17.10 The shift commencing at or about midnight shall be considered the first shift of each working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours falls regardless of what calendar day any part of such shift was actually worked.

17.11 There shall normally be a minimum of fourteen (14) hours off between shifts of work except as may be mutually arranged between the Employer and the employee(s). There shall be no split shifts for employees except as may be mutually arranged between the Employer and the employee(s).

17.12 Permanent part time employees shall be defined as employees who have regularly scheduled hours of work. Permanent part time employees having seniority shall be placed on the master schedule. All other part time hours shall be equitably distributed as possible amongst the remaining part time employees. Seniority shall be the governing principle in part time scheduling of hours.

All call-in shifts in each department will be offered on a seniority basis and employees offering themselves as available to accept call-ins will indicate their preference to be listed and have their names recorded. A Call-in sheet listing such names in order of seniority will be posted. The Employees shall be offered call-ins in rotation in descending order of seniority. Employees shall be contacted as to their availability for call-in and the list shall indicate their acceptance, refusal, or inability to be contacted. Any subsequent call-in on the following day(s) shall proceed with the employee immediately next in order from the last employee contacted and accepting the earlier call-in.

17.13 It is understood that part-time employees will be on call and may be called in to replace full-time employees who are off work for paid holidays, vacations, leave of absence (paid or unpaid) or sickness.
ARTICLE 18 – PREMIUM PAYMENT

18.01 Overtime shall be paid for all hours worked over seven point five (7.5) hours in a shift and seventy-five (75) hours bi-weekly at the rate of time and one-half the employee’s regular rate of pay provided that all such overtime is authorized by the supervisor or Administrator.

It is clearly understood by the parties that an employee staying past the completion of her shift will only be paid for such time with the prior approval of her Supervisor.

18.02 An employee who is absent on paid time during his scheduled work week because of sickness, bereavement, holidays or vacation shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

18.03 Employees shall not be required to take time off in lieu of overtime pay, unless by mutual arrangement between the Employer and employee(s).

18.04 Shift Premiums and Weekend Premium

(i) Full-time employees working a scheduled rotation qualify for off-shift premium of $.33 per hour for all hours worked when the majority of hours worked fall between 4:00 p.m. of one day and 8:00 a.m. of the next.

(ii) A weekend premium of 20 cents per hour will be paid for all hours worked in the forty eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday (2300 hours), and ending at the end of the evening shift on Sunday (2300 hours).

“Effective the first pay period following the date of the award (November 5, 2012), a weekend premium of 25 cents per hour will be paid for all hours worked in the forty eight (48) hour period starting with the shift commencing after the end of the evening shift on Friday (2300 hours), and ending at the end of the evening shift on Sunday (2300 hours).”

ARTICLE 19 - ALLOWANCES

19.01 If an employee reports for work at the regularly scheduled time for his or her shifts and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee’s regular rate provided that:
a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee’s residence.

b) If requested by the Employer the employee shall perform a minimum of four (4) hours of such available comparable work as the Employer may assign.

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

19.02 An employee who is called back to perform work after completing a regular shift of work and having left the premises of the Home shall be paid for a minimum of three hours at time and one-half. If the extra time commences within less than three hours before the start of a scheduled shift, the three hour minimum will not apply and the employee will receive overtime rates from the time he commenced to work until the start of his scheduled shift.

Any employee who is called in to work as a replacement for an absent employee within the first hour of that absent employee’s shift and who arrives within one hour of such call and completes the shift shall be paid for the full shift at the applicable rate of pay.

19.03 Employees required to wear Uniforms by the Employer will be paid a Uniform allowance of nine dollars ($9.00) per month for the purchase, laundering and repair of Uniforms. Part-time employees will receive four dollars and fifty cents ($4.50) per month.

Uniform allowance will be paid on an annual basis on the second pay in December of each year.

19.04 (a) Responsibility Pay
Should any employee be required to relieve a Supervisor on a temporary basis, such employee shall receive a premium allowance of 10% of his/her regular rate of pay for all hours so worked, provided that the rate of pay thus established does not exceed the Supervisor’s rate of pay and in which case the rate thereto shall be the supervisor’s rate.

(b) Pay for RPN When an RN is Absent
Where an RN is absent from her normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents ($7.50) for each shift from the time of the assignment.

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

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 All health and insurance benefits premium costs paid by the Employer shall prorate in accordance with the proration formula as set out in Article 20 for full time employees and for part time employees who elected to remain in the pro-rata benefits program on or before July 1, 2001. Subject to Article 20, the Employer agrees to pay the indicated percentages of the following items for regular employees who regularly work more than 66 hours bi-weekly (excluding probationary employees) who qualify under the terms of the plans and who subscribe to said plans through payroll deductions.

a) 100% of the billed rate of OHIP (ward) for all employees electing coverage.

b) An extended health care plan will be available to eligible employees of the Home. The Employer shall pay 100% of the billed rate of a 10/20 deductible plan. In addition, within the extended health care plan there shall be provision for eye glasses to a maximum of $185.00 per person in each consecutive two (2) year period and hearing aids prescribed by an Otolaryngologist to a maximum of $300.00 during the lifetime of each insured person.

c) 100% of the billed rate of a Group Life Insurance Plan to provide $30,000.00 term life per full-time employee in the bargaining. It is understood and agreed that employees over age 65 are not insurable.

d) Eligible employees who have so elected shall be entitled to participate in a Group Dental Plan (equivalent to Blue Cross #9) based on the current O.D.A. fee schedule. The Employer shall contribute fifty percent (50%) of the billed premium on behalf of eligible, participating employees under the Plan in the employment of the Employer. The plan will include a provision providing for nine (9) month recall examinations for those over the age of eighteen (18); and for fluoride treatments for those eighteen (18) years of age and under.

e) The drug plan will be modified as necessary to require generic substitution for drugs covered by the Plan unless otherwise prescribed by the Employee’s doctor.

f) Drug Card - Introduce a Drug Card at Pinehaven no later than six months following January 30 2008 that provides as follows:
Positive enrolment
$6.50 filling fee cap
$2.00 per prescription deductible
$2500 cap in a lifestyle drugs
Generic Substitution unless specifically prescribed otherwise by the employee's physician

20.02 The Employer is responsible for the administration of any insurance policy established in order to provide the health and welfare plans as herein set forth.

The carrier for all health and welfare plans shall be selected by the Employer and the Employer will provide full specifications, terms, rates and conditions of such insurance plans to the Union.

The Employer agrees to notify the Union Committee Chairperson of any change in Carrier sixty (60) days in advance of such change, unless it is not possible to do so. The Union may request a meeting to discuss the proposed change. The benefits provided will be equivalent.

20.03 Health and Welfare
Employees may elect to enrollment in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enrollment in a particular plan may withdraw at any time. An employee who has not enrolled in a plan, or has withdrawn, may enrollment in a plan subject to carrier approval but will not be immediately 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: *$100.00 maximum benefit/covered person

   (1) Drugs *$50.00 maximum benefit/covered person

   (2) Vision No benefit during first six (6) months

Effective May 1, 2015, increase vision to $200/24 months (maintain those above)

Effective January 1, 2016 increase vision to $250/24 months (maintain those above)
during the first twelve (12) months of coverage.

No benefit during dental and drugs only the first twelve (12) months of coverage

20.04 The employee’s share of the Employer Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

20.05 The Employer will be required to continue their share of benefits premiums for employees on WSIB for a period of twenty-four months provided employees continue to pay their share of the benefits, where applicable.

20.06 **Benefit Late Enrolment**

An employee who chooses to opt out of any Health and Welfare benefits outlined in this Article shall be entitled to enroll in the benefits under any one of the following conditions without the late enrolment restrictions set out elsewhere in this collective agreement or in the benefit plan under any one of the following circumstances:

i) A life changing event such as divorce (where the settlement does not provide for spousal coverage), or death of a spouse;

ii) When an employee transfers from a part time classification to a full time classification and has passed the trial period as set out in this agreement provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position after completing the Trial Period.

In addition to the above, where an employee’s spouse loses his or her benefits, an employee shall be entitled to enroll in the Extended Health and Dental benefits only, provided they do so within thirty-one (31) days from the date their spouse loses their benefits.

It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate in benefits she signs the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

20.07 **Part Time Benefits**

Part-time employees will receive twenty cents ($0.20) per hour in lieu of Extended Health Coverage (Semi-private; Hearing; Vision; Drugs and other extended health
benefits), Dental Coverage, and Weekly Indemnity Coverage subject to the language herein. The Employer will pay one hundred percent (100%) of the premiums towards a flat rate life insurance of seventeen thousand five hundred dollars ($17,500) for each part time employee who has completed probation to replace existing life insurance coverage, if any.

Part Time employees who are currently (as of April 6, 2001) enrolled in any of the benefits may, on a one time basis only on or before July 1, 2001, elect in writing to remain in the existing pro-rata benefits scheme for the same benefits that were participating in as of April 6, 2001, and not move to the twenty cent plan benefits scheme outlined above. No other employee will be entitled to make this election. Where an employee is currently receiving W.I. benefits, the employee will remain on W.I. in accordance with the terms of the plan, and the election will be made when she returns to active employment.

Furthermore, where a part time employee who has elected to remain in the current prorata scheme subsequently chooses to participate in the twenty-cent plan outlined above, she shall not be permitted to return to the former prorata coverage again.

Where a part time employee who has elected to maintain her pro rata benefits as outlined above has her status changed to full time, and she returns to part time status, or is returned to part time status, she may return to the former prorata benefits again, or elect to enter the twenty cent plan.

The parties will meet immediately upon the ratification of this agreement with Greenshields, or some other Carrier as may be agreed upon by the parties, to design a Part Time benefits plan. Once set up with Greenshields, or such other Carrier as may be agreed, eligible Part Time employees will have the option of continuing to receive the twenty (20) cents in lieu of benefits described above or purchasing such further coverage with the twenty (20) cents as may be available to them. The Employer agrees to pay directly to the Carrier for those employees who choose to participate in the Part Time benefits plan, the costs associated with such benefits to a maximum of twenty (20) cents per hour.

20.08 The following provision shall apply to all employees in the bargaining unit who are scheduled to work less than seventy-five hours bi-weekly, subject to the limits set out herein.

A part time employee hired on or after April 6, 2001 is not eligible to participate in the Employers prorata benefits plan in respect of Health and Welfare benefits and Weekly Indemnity coverage. Such an employee will be governed by Article 20.05. The provisions of this article in respect of all other applications of prorata shall continue as set out below.
A part time employee hired on or before April 6, 2001 who was participating in the Employers prorata benefits program who has elected to not continue in the prorata health and welfare benefits scheme will be covered by Article 20.05 for Health and Welfare and Weekly Indemnity Coverage. The provisions of this article in respect of all other applications of prorata shall continue as set out below.

A part time employee hired on or before April 6, 2001 who was participating in the Employers prorata benefits program who elected to continue in the prorata health and welfare benefits scheme will be covered by all provisions as set out herein, subject to Article 20.05.

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorate basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six-month period by 975 and then multiplying by 100.

(The predetermined six-month period shall coincide with the posting of the seniority list).

Hours paid in calculating proration formula will include W.S.I.B. and W.I. when an employee is on:

a) Maternity leave;

b) Adoption leave;

c) Approved leave of absence in excess of thirty (30) continuous calendar days;

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

Employees who regularly work more than sixty-six (66) hours bi-weekly, shall have 100% of Employer portion of insured benefits paid.

New Full Time Hires
All newly hired full-time employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The proration 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 this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of 100% of the Employer’s paid share of premiums and benefits.

ARTICLE 21 - SICK LEAVE

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

1. A weekly indemnity plan to provide coverage on the first day of hospitalization or accident or the eighth (8th) calendar day of illness. Coverage to continue for seventeen (17) weeks at sixty-six and two-thirds percent (66-2/3%) of salary.

2. Current employees (as of August 1, 1997) to retain current sick leave credits until reduced by usage to new maximum of upon termination. Such credits may be used to supplement weekly indemnity payments to full salary.

3. Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first seven (7) consecutive calendar days during any one illness.

4. Weekly indemnity plan for new full time employees to be effective on completion of the probation period. Part Time employees who are currently (as of April 6, 2001) enrolled in any of the benefits may, on a one time basis only on or before July 1, 2001, elect in writing to remain in the existing pro-rata benefits scheme for the same benefits that were participating in as of April 6, 2001, and not move to the twenty cent plan benefits scheme outlined above. No other employee will be entitled to make this election. Where an employee is currently receiving W.I. benefits, the employee will remain on W.I. in accordance with the terms of the plan, and the election will be made when she returns to active employment.

For weekly indemnity the premium costs will prorate in accordance with the formula defined elsewhere in the Collective Agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employees Home.
a) Weekly Indemnity participation is voluntary for all eligible employees.

b) Full Time Employees will be advised of their options in writing and will make their initial choice regarding participation at time of hire, within the eligibility period.

c) A full time employee who does not enroll at time of hire or within the eligibility period who has withdrawn, may enroll at the sign up opportunities in January and July each year subject to evidence of insurability satisfactory to the carrier.

d) Notwithstanding (c) above;
   
i) An employee who averages over sixty-six (66) hours paid in any six month pro-rata period shall be automatically enrolled at the commencement of the next sign up period.
   
ii) An employee who is successful in a job posting where the scheduled hours are over sixty-six (66) every two weeks will be automatically enrolled within one (1) month of the successful posting.
   
iii) A full time employee with an increase in her pro-rata percentage of twenty percent (20%) or greater, above the prorata period immediately preceding, may enroll at the commencement of the next sign up period, without evidence of insurability.

5. Full-time/Part-time Sick Leave Transfers
Sick leave benefits accumulated at time of transfer from full-time to part-time shall remain to the credit of the employee, and shall be used in accordance with the provisions of this Agreement.

6. Effective on Confirmation by the HRDC
Replace the preceding W.I. sick leave plan with the following:

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

   (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
(b) Full Time Employees who have completed the probationary period shall be credited with three (3) days of sick leave and shall then accumulate sick leave credits at the rate of 7.5 hours (1 credit) for each period of 162.5 hours paid, to a maximum of 105 hours (14 credits). Providing credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness for the first two (2) calendar weeks during any one illness. Part Time Employees who continued to participate in the Employers’ prorata benefits plan, and those Part Time Employees who chose to enter the Employers’ Prorata benefits plan pursuant to the Memorandum of Settlement signed February 24, 2005 are also eligible to participate on the basis set out in (e) below with respect to premium sharing.

(c) A participating employee shall then apply for E.I. sick leave benefits for weeks 3 through 17 of any personal illness or injury. The Employer will top-up these E.I. benefits to sixty-six and two thirds (66 2/3) percent of straight time wages. In the event the employee does not qualify for E.I. Sick Leave benefits by reason of lack of adequate contributions, she shall receive sixty-six and two thirds (66 2/3) percent of her straight time wages for weeks 3 through 17 of any personal illness or injury but shall not be eligible for benefits under (d) below.

The employee will endeavor to provide proof of EI benefits within two (2) weeks of the receipt of the employees EI benefit.

(d) The Employer will pay one hundred percent (100%) of the billed premium for participating full time employees for a weekly indemnity plan covering personal illness or injury for weeks 18 through 35 of such illness or injury. Payment under weekly indemnity will be sixty six and two thirds (66 2/3) percent of scheduled straight-time wages lost.

(e) Weekly Indemnity plan for new employees to be effective on completion of the probation period. For Weekly Indemnity the premium cost will prorate in accordance with the formula defined elsewhere in the collective agreement and benefits will be provided for scheduled lost time in accordance with the plan policy. Weekly Indemnity cheques shall be mailed directly to the employee’s home.
(f) In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.

(g) The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) on their last worked shift, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.

(h) The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE five (5) days following their last shift worked.

(i) It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the EI sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

21.02 An employee absenting himself on account of personal illness or injury shall receive sick pay benefits equal to the employee’s normal wage for each day of such illness or injury that he was scheduled to work to the extent of his accumulative sick leave credits. Absence for injury or illness compensable under the Workers’ Safety and Insurance Act shall be not charged against the accumulative sick leave credits, and an employee may elect to use such sick leave credits so accumulated to make up the difference between his regular pay and the compensation awarded by the Workers’ Safety and Insurance Board.

21.03 Employees are required to notify the Employer of their intention to return to work after an illness or injury as soon as possible but at least eight hours prior to the start of the shift in which they plan to return. If on the recommendation of the Workers’ Safety and Insurance Board or the attending physician the employee is capable only of performing work of a different kind or of a lighter nature and such work is available within the nursing home in a classification which is covered by this Agreement, then the returning employee may exercise his seniority by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

21.04 Subject to Article 21.01 (2), a full-time employee who terminates his or her employment with the Home and in the event of death shall be paid 50% of the unused portion of sick
leave credits provided that the employee has at the effective date of the termination or death five or more years of continuous service with the Employer.

21.05 During any illness the employee will advise the Employer as to where he may be contacted in addition to notifying the Employer of his intention to return to work as far in advance as possible, unless such failure is unavoidable.

21.06 Sick leave pay shall be equal to the employee’s regular wage (exclusive of overtime, premiums, etc.) for hours regularly scheduled to work.

21.07 Employee’s accumulated sick leave credits will be shown up-to-date, on the seniority list provided in January of each year (see Article 11.03).

21.08 If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate. In the alternative, the Employer may require an employee to attend an independent Physician other than the employee’s own Physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto. Reimbursement of a medical note is not subject to withholding tax by the Employer.

ARTICLE 22 – PENSION PLAN

22.01 The Employer will provide a payroll deduction plan for Canada Savings Bonds.

22.02 “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 Employees” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.
22.03 Commencing the first full pay period after January 12, 1993, 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.

22.04 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.

22.05 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 toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the 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 amounts 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 exceed that which the Employer would have if the Plan were a defined contribution plan.

22.06 The Employer agrees to provide to the Administrator of the Plan on a timely basis all information required to the Pension Benefits Act, R.S.O., 1990, Ch. PB, 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 by the Employer in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator and the Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants or 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 enrollment 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 requests shall be borne by the Plan.

For further specificity, the items required for each eligible employee by Article 25.05 of the agreement are:

A. **To be Provided Once Only at Plan Commencement**
   - Date of Hire
   - Date of Birth
   - Date of First Remittance
   - Seniority List (for purpose of calculations past service credit)

B. **To be Provided with each Remittance**
   - Name
   - Social Insurance Number
   - Monthly Remittance
   - Pensionable Earnings

C. **To be Provided Once, and if Status Changes**
   - Address to be provided to the Home
   - Termination Date when Applicable

D. **To be Provided Once if they are Readily Available**
   - Gender
   - Marital Status

Where legislation or the plan prohibits an employee from contributing to the pension plan or alternative pension vehicle because of age the contributions the Employer would otherwise have made will be added to the employee's wage.

**ARTICLE 23 – WORKPLACE SAFETY AND INSURANCE BOARD**

23.01 Where an employee is absent due to illness or injury which is compensable by the Workers' Safety and Insurance Board, 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 Workers Safety and Insurance.

b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers Safety and Insurance benefits 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 13 of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

23.04 a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a W.S.I.B. 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 position.

b) If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim 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 benefit accrued in accordance with Article 11. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning).

23.05 If, on the recommendation of the Workers' Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the nursing home in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if he/she has the qualifications, experience, and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

23.06 Workers' Safety and Insurance Board Challenge
In the event that the Employer challenges a Workers’ Safety and Insurance Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers’ Compensation for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from Workers’ Compensation if her claim was approved, or the benefit to which she would be entitled under this sick leave plan, Article 21. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workers’ Safety and Insurance Board. If the claim for the Workers’ Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan, Article 21. Any payment under this provision will continue for a maximum duration equal to that of the weekly indemnity plan.

23.07 Employers agree to provide the appropriate forms to NHRIPP, or the appropriate Pension Provider in the case where NHRIPP is not in place, in the event of a WSIB absence.

23.08 An employee receiving Worker’s Compensation (WSIB), upon return to full duties will be provided with their former position or a comparable position if the original position is no longer available. If no comparable position is available, the employee will be able to exercise their rights under the layoff provisions of the collective agreement.

ARTICLE 24 - COMPENSATION

24.01 During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight-time wages.

24.02 a) The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and other supplementary pay and deductions.

b) In the event of an error on an employee’s pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer’s attention.

24.03 Implementation of Increments
Individual salary increases shall become effective from the date of the increases and increments shall become effective as and from the anniversary date of employment
24.04 The terms “regular pay” and “straight pay” when used in this Agreement shall mean the amounts indicated in the Wage Classifications contained in Schedule “A”.

24.05 The words “bi-weekly period” shall mean the two calendar weeks constituting a pay period.

24.06 Recent Related Experience RPN
Where an RPN is hired and has recent related RPN experience in a long term care or hospital setting, she may apply for recognition of that experience on the wage grid, up to a maximum of the grid. Such experience, when approved, will be granted on the basis of one year’s movement on the grid for each one year’s experience. Where the experience is part time one year equals 1800 hour paid.

ARTICLE 25 - MISCELLANEOUS

25.01 The Employer will provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and other such notices as may be of interest to the employees. The Employer agrees to install a locked bulletin board provided by the Union Committee.

25.02 Proper Accommodation
Proper Accommodation shall be provided for employees to have their meals and store and change their clothes.

25.03 Retirement Age
It is understood and agreed that employees who have attained the age of 65 shall be subject to annual review by the Employer to determine whether they are capable of performing their assigned duties. If such employees are capable of performing their assigned duties in the opinion of the Employer their employment shall be continued, until such time as they are not so capable, at which time they shall be retired, subject to Article 3.01. Any employee who is retired by the Employer has the right to grieve such retirement.

25.04 Copies of Agreement
The Union agrees to prepare the collective agreements. Once proofed and sent to the Employer will sign them within thirty days. The cost will be shared on a 50-50 basis.

25.05 The Employer shall make available to the Union job descriptions of all positions in the bargaining unit.
25.06 An employee shall upon written request have an opportunity to view his or her personnel file in the presence of his or her supervisor. The information the employee may review will be:

1) Application form
2) Written warnings and evaluations
3) Incident reports
4) Medical file

25.07 It shall be the responsibility of the employee to keep the Employer informed of his current address, in case it is necessary to notify any employee of any matter under this Agreement. Notice may be given personally or by prepaid registered post addressed to the employee at his last address shown on the seniority list on the payroll of the Employer, or by telegram and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

25.08 Payroll Error
Shortfall in payment of four (4) hours or more will be corrected by manual cheque within two (2) business days of being notified, in writing, by the employee. If the shortfall is due to an error by the employee, the shortfall will be corrected on the next pay day.

ARTICLE 26 - TERM AND RETROACTIVITY

26.01 This Agreement shall become effective in full November 1, 2014 and shall continue in effect until October 31, 2016 and thereafter from year to year unless amended through negotiations.

26.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within one hundred and twenty (120) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

26.03 If pursuant to such negotiations an agreement on the renewal or amendment of this Agreement is not reached prior to the expiration date, this Agreement shall be automatically extended until consummation of a new collective agreement.
IN WITNESS WHEREOF the parties have signed this Agreement.

DATED at Waterloo, this 21st day of October, 2015.

PINEHAVEN NURSING HOME

Cindy Chamberlain

UNIFOR

Danny Lopes

Mary Smith
### SCHEDULE “A” WAGES

<table>
<thead>
<tr>
<th>Classification</th>
<th>Step</th>
<th>Expired</th>
<th>%</th>
<th>Effective</th>
<th>%</th>
<th>$</th>
<th>Effective</th>
<th>%</th>
<th>$</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>RPN</td>
<td>Start</td>
<td>23.315</td>
<td>1.500%</td>
<td>0.350</td>
<td>1.300%</td>
<td>0.308</td>
<td>23.972</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 yr</td>
<td>23.648</td>
<td>1.500%</td>
<td>0.355</td>
<td>1.300%</td>
<td>0.312</td>
<td>24.315</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 yr</td>
<td>23.836</td>
<td>1.500%</td>
<td>0.358</td>
<td>1.300%</td>
<td>0.315</td>
<td>24.508</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCA</td>
<td>Start</td>
<td>19.612</td>
<td>1.500%</td>
<td>0.294</td>
<td>1.300%</td>
<td>0.259</td>
<td>20.165</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 yr</td>
<td>19.955</td>
<td>1.500%</td>
<td>0.299</td>
<td>1.300%</td>
<td>0.263</td>
<td>20.518</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 yr</td>
<td>20.111</td>
<td>1.500%</td>
<td>0.302</td>
<td>1.300%</td>
<td>0.265</td>
<td>20.678</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nurse Aide</td>
<td>Start</td>
<td>19.455</td>
<td>1.500%</td>
<td>0.292</td>
<td>1.300%</td>
<td>0.257</td>
<td>20.004</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 yr</td>
<td>19.799</td>
<td>1.500%</td>
<td>0.297</td>
<td>1.300%</td>
<td>0.261</td>
<td>20.357</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 yr</td>
<td>19.955</td>
<td>1.500%</td>
<td>0.299</td>
<td>1.300%</td>
<td>0.263</td>
<td>20.518</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cook</td>
<td>Start</td>
<td>20.090</td>
<td>1.500%</td>
<td>0.301</td>
<td>1.300%</td>
<td>0.265</td>
<td>20.656</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 yr</td>
<td>20.392</td>
<td>1.500%</td>
<td>0.306</td>
<td>1.300%</td>
<td>0.269</td>
<td>20.967</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 yr</td>
<td>20.569</td>
<td>1.500%</td>
<td>0.309</td>
<td>1.300%</td>
<td>0.271</td>
<td>21.149</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dietary</td>
<td>Start</td>
<td>19.195</td>
<td>1.500%</td>
<td>0.288</td>
<td>1.300%</td>
<td>0.253</td>
<td>19.736</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housekeeping</td>
<td>1 yr</td>
<td>19.528</td>
<td>1.500%</td>
<td>0.293</td>
<td>1.300%</td>
<td>0.258</td>
<td>20.079</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2 yr</td>
<td>19.757</td>
<td>1.500%</td>
<td>0.296</td>
<td>1.300%</td>
<td>0.261</td>
<td>20.314</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Pay Equity**

It is understood and agreed that the pay equity payments received to date serve to satisfy all obligations under the Pay Equity plan. If the Employer is subsequently paid monies from the Government of Ontario for pay equity purposes and such payments would provide for a greater benefit (e.g. retroactive payment) the Employer will be required to pay such monies to the employees so otherwise entitled.

**Retroactivity**

a) The increases to the wages shall be effective **Nov. 1, 2014** on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any new
employees hired shall be entitled to a pro-rata adjustment to their remuneration from their date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union Office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wages adjustment. Such employees shall have a period of sixty (60) days, only, from date of posting by the Employer in which to claim any adjustment to their remuneration.

b) All retroactive payments are to be made in the form of individual fully itemized cheques, if possible, to each employee within ninety (90) days of the March 18, 2015 to all employees on staff as of the date of ratification of the memorandum of settlement.

c) If the Employer has not paid the retroactive payments to employees as set out above, interest shall be paid at the current bank rate on the total amount of retroactive payment.
LETTERS OF UNDERSTANDING

Between:

PINEHAVEN NURSING HOME

(hereinafter called the “Employer”)

- and -

UNIFOR

SHIFT GIVE-AWAYS
The parties agree to the following terms:

1) Employees giving a shift away to another employee will not have that shift counted against them as an absent day.

2) The above would not be counted for the purposes of evaluation and/or would not be used or included in calculation of time off for illness, leave of absence or any other calculation the Employer includes in determining absenteeism.

3) The Employer may grant up to twelve (12) exchanges per year with no more than one per month. Such requests shall not be unreasonably denied, and shall be subject to the operational requirements of the home.

RAI REVIEW
The Employer agrees to meet with the Union as part of the Labour/Management process to:

i) Review what the RAI and CMM are, and the potential tremendous impact of these factors on staffing level;

ii) Review the importance of charting and charting results on the RAI and CMM;

iii) Review the RAI results and to discuss the implications (if any) of a changed RAI; and

iv) Identify and propose alternative to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provision of the Collective Agreement.
It is further understood and agreed, however, that any agreement the parties reach pursuant to this letter, will supersede the provisions of the Collective Agreement.

SICK LEAVE CASHOUT
This will serve to clarify that the parties agree and understand the frozen cashout plan formula provision in Article 21 applies to employees on staff as of August 1, 1997, and further:

Such cashout only applies to monies remaining in the employees' sick leave bank at the time the employee severs their employment with the Home.

SICK LEAVE BANK
The employee's current sick credits as of August 1, 1997 minus the 14 days, (if available) to be used under the WI system, will be frozen at their current dollar amounts following the wage adjustments made prior to August 1, 1997.

The frozen sick leave bank can be used to top up sick days which are otherwise not fully paid (including days paid under the new WI plan) to a normal day's pay.

The frozen cashout plan will be replicated in the Letter of Understanding amended only to reflect that it applies only to employees on staff as at August 1, 1997 (or date of implementation if earlier) and that the cashout formula applies to monies remaining in the sick leave bank.

Those employees with less than 14 days in their sick leave bank as at August 1, 1997 (or date of implementation if earlier) will start the new sick leave plan with those pre-existing days in their new sick leave bank.

The Employer undertakes to provide the Union with individual remaining sick bank totals.

USE OF FROZEN SICK CREDITS REMAINING
Where an employee retains a frozen sick leave bank pursuant to the 1997 agreement referenced above, and the employee obtains a medical opinion that her illness will last for at least three calendar weeks, she may apply to the Employer for a payment equal to thirty-three and one third percent (33 1/3%) of her regular daily rate from the frozen sick leave bank, for the number of working days her medical practitioner feels she will be absent. Such payment will be paid.

CONTRACTING IN
The Employer will not contract in during the life of the collective agreement. This undertaking expires October 31, 2016.

TRANSFER OF WORK/SALE OF LICENSE
The parties agree that they will not close an existing nursing home and open another in an
attempt to avoid the Union during the life of this Agreement.

**WORK OF THE BARGAINING UNIT**
The parties shall identify the number of working supervisors in each facility, as of December 31, 2000. The Employer agrees that it will not increase the number of working supervisors or the number of bargaining unit shifts the current working supervisors are regularly performing during the life of this Agreement.

**CHANGES IN POLICY**
The Employer agrees that where possible, changes in policy affecting the working conditions shall be discussed in advance of implementation at the Labour Management Meetings.

**RETURN TO WORK PROGRAM AND WORK REINTEGRATION**
The employee acknowledges her obligations and the Employer acknowledges the Employer’s obligations regarding an Early and Safe Return to Work and Work Reintegration programs as may be set out under the Workplace Safety and Insurance Act, and the Human Rights Code. The Union agrees that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

The Employer will review with the Union at the Labour Management Committee Meeting its Early and Safe Return to Work and Work Reintegration programs for work related injuries.

The Employer agrees that its Early and Safe Return to Work and Work Reintegration programs will include a statement that the Employer will make reasonable effort to provide modified duties.

If, having commenced a modified/light/alternate work program, the employee raises an objection, the Employer will notify and meet with a member of the Union Committee to consult on the back to work program. Nothing in this language obligates the Employer to establish a modified/light/alternate work program, except as required by law.

**E.I. CARVE OUT**
The Employers agree that they will enter into a fixed time transitional letter of agreement for a period commencing from the first of the month following the date of ratification to a date 15 months later, during which the Salary Continuation protocol proposed by the Union will be used in cases where an employee has properly applied for E.I. coverage and a period in excess of four weeks has elapsed where no monies have been received. The letters as proposed by the Union will have to be executed in each instance. In no case will the “salary continuance” exceed the amount the employee would otherwise receive on a weekly basis from E.I.

**SUMMER RELIEF**
The Parties agree that these employees would be hired to cover the vacations from May 1 until September 15. There would be not deletion of hours for the permanent bargaining unit staff.
All call-in will be offered to permanent staff as per the normal call-in procedure and if no one accepts the shift it will be offered to the summer relief employees.

For clarity purposes students needn't be terminated at the end of summer, rehired for Christmas, terminated after Christmas, rehired for spring break, terminated after spring break. Provide for one year fixed term student positions but continue all other current conditions in the letter of understanding.

The relief staff shall be treated in accordance with the terms and conditions of the collective agreement, with the exception that no later than September 15th they shall be terminated and not subject to layoff and recall provisions or to the grievance provisions regarding unjust termination.

The summer relief staff will have vacation pay added to their bi-weekly pay cheques. Students may be hired back for Christmas and March Break.

REDUCED WORK WEEK
The Employer and the Union agree to meet to discuss the implementation of a reduced work week (by March 2, 2008) in accordance with the following provisions:

1) The number of the positions available shall be determined by the Employer.
2) These positions shall be awarded by seniority.
3) Shifts dropped by the Full-Time employees will be added to the Part-Time pool of hours.
4) Dropped shifts cannot include Saturday and Sunday, and these shifts will be mutually agreed by the Employer and the Employee.
5) Should a Full-Time employee wish to revert back to her seventy five (75) hour bi-weekly position she must provide the Employer with written notice two (2) weeks prior to the posting of the schedule.
6) When an employee in a reduced work week position leaves the position it shall be posted as the original seventy-five (75) hour bi-weekly position and awarded through the job-posting procedure, subject to Article 13.01.
7) Clarification that the letter applies to employees who hold 75 biweekly hour positions that a reduction of one shift bi-weekly preserves benefits, but a reduction of 2 shifts bi-weekly puts an employee on the in-lieu. In addition add that it is understood that a part time employee who picks up shifts under this provision will not become full-time as a result.
PAID HOLIDAYS

1) It is agreed that the participating homes identified in Schedule “A” all provide for more holidays than are set out in the Employment Standards Act 2000 (the Act).

2) It is further agreed that these same homes apply qualifiers to determine the entitlement of bargaining unit employees to holiday pay. In some cases these qualifiers apply only to Part-Time employees, and in some cases to both Full-Time and Part-Time employees.

3) It is further agreed that it is possible, when the qualifiers are applied, that the affected employees will not receive the holiday pay to which they are entitled under the Act.

4) Grievances have been filed at Babcock Nursing Centre and at Delhi Nursing Home (insert grievance references numbers or dates) alleging the Employer has not paid the holiday pay to which employees are entitled.

5) In order to resolve this issue in an amicable manner the parties agree that any dispute regarding the adequacy of the benefits under the collective agreement compared to the benefits under the Act should be resolved on the basis set out in the award of Arbitrator How in Re Zehrs Markets and UFCW Local 175 (2002) 107 LAC (4th) 261. For greater clarity since the comparison between entitlements under the Act and under the collective agreement must be made in an individual basis, the Employer will compare each employee’s entitlements at the end of the calendar year or at the time of termination of employment if applicable.

6) Accordingly, all homes set out in Schedule “A” will, commencing in January 2010 determine the amount of holiday pay (in dollars) each employee would have received in 2009 under the Act, using the qualifiers set out in the Act, and calculating holiday pay as set out in the Act. This will be referred to as the “required holiday pay”. Reconciliation to be completed no later than March 1st.

7) The results of this calculation will be compared to the actual holiday pay each employee received in the year 2009 using the qualifiers as applied by the Employer as set out in its collective agreement with the Union. This will be referred to as the “actual holiday pay”.

8) Where the actual holiday pay received by an employee is greater than the “required holiday pay” no further action need be taken.

9) Where the actual holiday pay received by an employee is less than the required holiday pay, the employee will receive the difference between those two sums, less deductions required by law.

10) Prior to releasing any funds each Employer will share with its local Union President or designate, the results of the calculations set out in 6 to 9 inclusive for verification.
11) Notwithstanding the above, it is agreed that at Babcock and at Delhi Nursing Home, where grievances were filed in 2008, a calculation will be undertaken as set out above for calendar 2008.

12) Monies owing under the calculations set out above will be paid within two pay periods of the date the Union Chairperson receives the calculations from the Employer.

13) The above settles the grievances at Babcock and Delhi. This calculation will be carried out at each home indicated in Schedule “A” for as long as it is necessary to ensure compliance with the Act, or until such time as the parties agree to an

PART TIME SENIORITY ACCRUAL
Whereas the Union had identified a concern about the manner in which Part Time Employees in the affected Homes accrue seniority; and

Whereas the Parties have met and come to an agreement on a resolution to these concerns;

Now therefore witnesseth as follows:

1) The Collective Agreements set out in Appendix “A” all have provisions that provide for the accrual of seniority on the basis of hours paid or hours worked, and/or on the conversion of seniority on the basis of a formula using hours worked or hours paid.

2) The Parties agree that from the date of the signing of these Minutes the Effect of Absence provisions in the Collective Agreements set out in Appendix “A” will be amended with the addition of the following language:

Seniority only for part-time employees shall accrue for absences due to a disability resulting in WSIB benefits, or illness of injury. The rate of accumulation will be based on the employee’s normal weekly hours paid (insert “worked” if the Home’s language or practice if to use Hours Worked) over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy-parental leave, WSIB, illness of injury.

3) This settlement is without prejudice to the right of either party to table language on the treatment of part time seniority in any future round of bargaining.

4) For greater clarity, it is not anticipated that any immediate amendment to the current seniority lists will result from these Minutes.

5) The Amended seniority calculations will be applied to the first seniority list posted after the signing of these Minutes.
RECREATIONAL AIDE
Within sixty days of the date of award (November 5, 2012), the local parties will meet to discuss the Schedule “A” title for recreational aide (or similar position). It is agreed that no change in wage rate will occur.

VACATION MONIES
The Employer agrees to provide each employee’s current vacation entitlements on or before the end of July. Employees will be advised when the entitlements are available in the office and will have a period of three (3) weeks to pick them up. Thereafter any unclaimed entitlement notices will be given to the Union Chairperson.

CASUAL EMPLOYEE
The parties will meet in Labour/Management Committee to discuss the possibility of introducing casual employees.

WOMEN’S ADVOCATE
The Employer will provide an unpaid leave to one employee per home to participate in Unifor Women’s Advocate. However, any expenses to be assumed by the Union directly and/or through the Paid Educational Leave program.

ADVANCE OF PENDING ILLNESS CLAIMS
(a) In the event that an employee who is unable attend work as a result of an illness and properly applies for EI and there is a delay in her receiving an EI cheque because of an administrative error by the Employer or a delay by EI in processing the claim, the Employer will, upon request of the employee, advance to the employee an amount equal to that owed by EI. The delay referred to herein does not include the normal waiting period.

(b) The maximum that the Employer will advance will be four (4) weeks.

(c) Upon eventual receipt of the EI cheques the employee will sign the cheque over, or pay amount owed, to the Employer. In the event the employee fails to comply with this section the Employer has the right to seek other remedies including recovering the amount from any other monies it may owe to the employee including vacation pay.

RECORD OF EMPLOYMENT (ROE)
In completing the Record of Employment the Employer agrees to complete the appropriate blocks including #19 and indicate the start date of the sick leave and weekly amount.

The parties agree that when an employee will be absent from work on a pre-scheduled medical leave, they will receive their Record of Employment (ROE) as soon as possible, but not later than the pay date of the pay period of the last day worked, provided the employee provides as much written notice in advance as possible but not less than five (5) working days in advance.
The parties further agree that when an employee is absent from work on sick leave not pre-scheduled, they shall be issued their ROE as soon as possible, but not later than the pay date of the pay period of the last day worked.

It is understood that an employee otherwise eligible to apply for and receive EI sick leave without the full two week waiting period, shall nonetheless be provided the top-up of benefits from the Employer of EI payments, and the employee shall be entitled, upon the completion of the EI sick leave coverage, to access the WI plan immediately for a total of eighteen (18) weeks from the commencement of the WI period.

TRAINING ISSUES
The parties agree that training benefits both the Employer and the employees. The parties agree to discuss at the first labour/management meeting after ratification (but not later than 120 days after ratification) the issue of training. The parties agree to discuss and in good faith try to resolve issues such as:

- Process issues
- Strategies for delivering training
- Discipline issues related to training
- Processes on how to complete training and completing job duties
- Relief issues
- Streamlining the education
- The amount of education

Each Home may have unique issues and it is agreed that the above suggested topics may not apply or other issues not listed may be discussed by the parties.

LIABILITY INSURANCE
Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide here or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the employee, will provide the employee with a letter outlining the Home's liability coverage for Health Professionals in the Home's employ.

It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable LTC legislation or regulation.

HOLIDAY PAY
The local parties will meet within 90 days of ratification to discuss the issue of holiday pay. In the event the parties are not able to agree upon a payment mechanism, the provisions of the expired collective agreement will continue to apply, including the renewal of the LOU.
All of which are agreed to and signed this 21 day of October, 2015.

FOR THE EMPLOYER

Cindy Chamberlain

FOR THE UNION

Sanny Hoopes
Mary Smol

72