COLLECTIVE AGREEMENT

BETWEEN

SEASONS BELL LANE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

FULL AND PART-TIME SERVICE UNITS

EFFECTIVE: JANUARY 1, 2015

EXPIRES: DECEMBER 31, 2016
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ARTICLE 1 – Preamble

1.01 Whereas it is the desire of both parties to this Agreement;

   a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.

   b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.

   c) To encourage efficiency in operation.

   d) To promote the morale, well being and security of all the Employees in the bargaining unit of the Union.

   e) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes Service Employees International Union Local 1.on as the bargaining agent of all employees of Seasons Bell Lane Inc. c.o.b Seasons Bell Lane in the town of Brantford, Ontario, save and except supervisors, persons above the rank of supervisor and office and clerical staff.

2.02 The Employer undertakes that he will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which will conflict with any of the provisions of this agreement.

2.03 In this agreement words using the masculine gender include the feminine and neuter; the singular includes the plural and the plural singular, where the text so indicates.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

   a) To maintain order and efficiency.

   b) To hire, promote, transfer, suspend and re-hire Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired
seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary Employee shall be at the sole discretion of the Employer.

c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its Employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and opportunity afforded to the said Committee to make representations. Such rules will be made available to all Employees and to the Union.

d) To determine the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 4 - DEFINITIONS

4.01 a) **Full-time employees** are hereby defined to be those persons regularly employed sixty (60) hours or more bi-weekly.

b) **Part-time employees** are hereby defined to be those persons regularly employed, on average, less than (60) hours bi-weekly.

4.02 a) The term “Employee” when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 2.01 of this Agreement.

b) The term “probationary Employee” when used in this Agreement shall mean an Employee who has not acquired seniority as provided for in this Agreement.

c) The term “unscheduled part-time” when used in this Agreement shall mean an Employee who has no regularly scheduled hours and works on an as needed basis.

4.03 The terms “regular pay” and “straight pay” when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule “A”.
ARTICLE 5 - UNION SECURITY

5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any Employee because of membership in the Union.

5.02 a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, sign a Union membership card and be subject to a one time Initiation fee/Union Administration fee (for newly hired Employees) and regular monthly Union dues to be deducted from their wages and remitted to the Union.

b) The Employer shall, when remitting such dues, name the Employees, note any Employees currently on leave, and provide Employee numbers from whose pay deductions have been made.

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

The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the Employees for whom deductions have been made.

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

5.03 Deductions shall be made from each regular pay and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.

5.04 a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

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

5.05 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new Employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such Employee of the existence of the Union in the Residence, and presenting such Employee with a copy of the Collective Agreement.
5.06 Employment of Disabled Workers

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

ARTICLE 6 - NO STRIKES OR LOCK-OUTS

6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strikes, slowdown, or stoppage of work, and the Employer agrees that there will be no lockout. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Negotiating Committee

a) It is mutually agreed that where negotiations are conducted on a joint basis in the Province of Ontario, the Union will elect or otherwise select a Negotiating Committee consisting of one (1) representative from each home.

b) If negotiations are carried on individually, it is agreed that the Union will elect or otherwise select a Negotiating Committee consisting of two (2) Employees, one (1) of which shall be the Chief Steward.

c) All members of the Committee shall be regular Employees of the Employer who have completed their probationary period.

d) The Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

7.02 Grievance Committee

The Employer acknowledges the rights of the Union to appoint or otherwise select a Grievance Committee which shall be composed of no more than two (2) Stewards. The name of each of the Stewards time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such Steward until it has been so notified.

7.03 A Steward may only leave her work to attend to necessary Union business when all of the following conditions are met:
a) Such business must be between the Employer and the Union and must arise out of the Collective Agreement. Employees having grievances may discuss these with the Steward during working hours with the permission of their supervisor in an approved location.

b) The Steward must obtain the permission of the Supervisor before leaving her work and shall report to the Supervisor upon her return to work. Time spent dealing with grievances shall not adversely affect the effective and efficient operation of the residence or services provided to the Residents or guests of the Residence.

c) The time granted shall be devoted to the prompt handling of grievances. The Steward shall only be paid for regularly scheduled time lost when it is necessary to process grievances up to and including the second stage of the grievance procedure.

7.04 Labour/Management Committee

An equal number of Union and Management Employees shall meet as required at a time that does not unduly affect the effectiveness and efficient operation of the Residence. The Employer will pay Union members for any regular scheduled time lost at their regular rate of pay when meeting with the Employer.

Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Issues that may be grieved or negotiated shall not be discussed at the meeting unless otherwise agreed. The Employer or Union may invite staff or corporate representatives.

7.05 The Union and the Employees will not hold meetings at any time on the premises without the permission of the General Manager or her designate. Such permission shall not be unreasonably withheld. Meetings, if granted, shall not interfere with the effective and efficient operations of the Residence and shall not interrupt or diminish the homelike atmosphere of the Residence. Only those Employees not on duty shall attend the meeting and the Union will notify the General Manager of any visitors attending the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 A Grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable, and an allegation that this Agreement has been violated. All complaints and grievances shall be taken up the following manner:

Step No. 1

An Employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the Employee giving the answer to the complaint or question within
Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the Employee, who may request the assistance of his or her Steward, shall submit the grievance in writing to the General Manager. A meeting will then be held between the General Manager or his designated representative and the Employee. It is understood that, at such a meeting the General Manager or his designated representative may have such counsel and assistance as he may desire, and that the Employee may have his Steward, and that the SEIU Union Representative or an International Representative of the Union may also be present at the request of either the Employee or the Employer. The decision of the General Manager or his designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 3

Should the General Manager fail to render his decision as required in Step No. 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within five (5) working days after the decision under Step No. 2 is given, or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

8.04 An Employee subject to disciplinary action which is to be recorded in the Employee’s personnel file shall have the right, to the presence of the Union Steward. In extraordinary circumstances when a Union Steward is entirely unavailable, the Employee shall have the right to the presence of a Union Committee member or a member representative of the Employee’s choice who is working on the current shift; however, an Employee may elect to forgo this representation if she so chooses.

8.05 Discharge Grievance

a) In the event of an Employee who has completed his probationary period being discharged from employment the case may be taken up as a grievance.
b) All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the Employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an Employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager within four (4) days after the Employee is notified of his discharge or within four (4) days after the Employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

c) Such special grievances may be settled by confirming the Employer's action in dismissing the Employee, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.06 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any Employee covered by this Agreement) in writing, at Step Number 2 of the grievance procedure by forwarding a written statement of said grievance to the Business Agent of the Local Union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Union Representative of the Local Union shall give his decision in writing five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an Employee or Employees that such Employee or Employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

8.08 Group Grievance

Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
8.09 Mediation

a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (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.

b) Grievance mediation will commence within twenty-one days (21) of the grievance being submitted to mediation, or longer period as agreed by the parties.

c) 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.

d) The parties shall agree on a mediator.

e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

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

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

h) 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 in Arbitration.

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

8.10 Arbitration

a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party’s nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chair of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chair within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair of the Board of Arbitration.
The said two (2) nominees first appointed shall be at liberty prior to the expiration of ten (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chair within the said period of ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

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

c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chair.

d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chair shall govern.

f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.

g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.

h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the Employee (or Employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the retirement home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the retirement home.

8.11 Sole Arbitrator

In the event that one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to Arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole
Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and, failing such agreement, the regular Arbitration procedure shall apply.

ARTICLE 9 - SENIORITY

9.01 Effect of Absence

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

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

b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of the absence.

c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an Employee's absence is due to a disability resulting in WSIB or workplace injury benefits, whichever is applicable.

d) Benefits - WSIB or Paid Leave

The employer shall continue to pay premiums for benefit plans for employees who are on a paid leave of absence or receiving WSIB.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to twenty-four (24) months following the date of the injury.

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

9.02 Probationary Period

A new Employee shall be known as a probationary Employee until she has completed four-hundred and fifty (450) working hours. Upon completion of the probationary period, seniority for all hours worked will be credited towards the Employee's overall seniority. The Employer
may extend the probationary period of an Employee, for reasonable cause, with mutual agreement from the Union.

9.03 Seniority Lists

a) The Employer shall supply the Union Office and the Chief Steward with seniority lists in January and July of each year, showing Employees' names alphabetically, classification, and their seniority starting dates.

When compiling a seniority list in January and July of each year, the Employer shall calculate seniority for all Employees based on hours worked.

b) If an Employee does not challenge the position of his name on the seniority list within thirty (30) calendar days from the date of posting the list or within thirty (30) days of returning from any leave of absence, he/she shall be deemed to have the proper seniority standing.

Loss of Seniority

9.04 Seniority shall terminate and Employee shall cease to be employed by the Employer when she:

a) voluntarily quits or retires her employment;

b) is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is not reasonable likelihood the Employee will return to work within the near future;

c) is discharged and is not reinstated through the grievance or arbitration procedure;

d) is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer of her intended absence;

e) is off the payroll for a continuous period of twenty-four (24) months except while on layoff;

f) fails to notify the Employer of her intention to return to work within three (3) days of being notified of recall by registered mail or fails to return to work within ten working days after being notified of recall;

g) fails to maintain current contact information and the Employer is unable to reach them by normal means for a period of three (3) months;

h) fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given acceptable to the Employer;
i) accepts gainful employment with any other Employer while on an approved leave of absence without first obtaining the consent of the Employer in writing;

j) if an "unscheduled part-time" Employee refuses to pick up or give availability for a period of three (3) months;

k) If an "unscheduled part-time" Employee is unavailable to work at least one (1) weekend shift a month.

l) An employee, who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

9.05 The Employer will endeavor to notify the Employee when his or her benefits will cease.

**ARTICLE 10 – LAYOFF AND RECALL PROCEDURE**

10.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will endeavour to provide the Union with at least thirty (30) days' notice. This notice is not in addition to required notice for individual Employees.

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

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

10.02 Lay-Off Procedure

a) In the event of lay-off, the Employer shall first lay-off Employees in the reverse order of their seniority within their classification, provided that there remain on the job Employees who have the skills to perform the work.

b) An Employee who is subject to lay-off shall have the right to either:

   i) accept the lay-off or;

   ii) first bump an Employee with the less bargaining unit seniority and who has scheduled hours equal to or less than the Employee laid off and is in a lower or identical paying classification for which they are qualified, as required by law and can perform the
duties of the lower or identical paying classification without training other than orientation.

iii) Chain bumping will be allowed with the understanding that an Employee subject to layoff, who chooses to bump, must bump the Employee with the less seniority who has scheduled hours equal to or less than the Employee laid off.

Consistent with the opportunity to chain bump, all Employees who are potentially impacted will be given notice of lay off at the outset of the process.

iv) The decision of the Employee is subject to choose (i) or (ii) above and shall be given in writing to the General Manager within three (3) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

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

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

b) An Employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

c) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

d) It is the sole responsibility of the Employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail or courier, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for his proper address being on record with the Employer.

e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

g) A laid off Employee shall retain the rights of recall for a period of thirty-six (36) months.
g) The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

10.04 NA

10.05 It is understood and agreed that if a full-time Employee bumps a part-time Employee as part of the above-noted procedure, the full-time Employee is accepting the part-time position only. For these purposes, 1 year full-time seniority = 1,920 hours part-time seniority.

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

ARTICLE 11 – JOB POSTING

11.01 All permanent vacancies or newly created classifications within the bargaining unit determined by the Employer to be filled shall be posted for seven (7) days at one location in the Residence during which time Employees may apply for the said position in writing on a form supplied by the Employer.

The Employer agrees to provide the Chief Steward with a copy of each job posting and the name of the successful applicant. The parties agree that an administrative oversight in this regard does not void the job posting. The successful applicant will be notified within 10 days of completion of the posting process.

11.02 All subsequent postings resulting from the initial job competition shall be posted for a period of three (3) days.

11.03 Any notice pursuant to vacancies or newly created classifications shall contain the following information:

- Classifications,
- qualifications,
- number of hours,
- pay as per Collective Agreement.

11.04 Until the vacancy is filled as per the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as they see fit.

11.05 If no application is received from an Employee of the Residence within seven (7) days of the job posting, or if no Employee qualifies within the trial period as set forth in Article 11.07, for the vacancy, then the Employer may hire an Employee from outside the bargaining unit.

11.06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:
a) Seniority;
b) Skill, qualifications and ability.

Where these factors are relatively equal, the applicant with the greatest seniority shall fill the vacancy.

11.07 The successful applicant shall be placed on trial for a period of three hundred and thirty-seven and one-half (337 ½) working hours. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article, shall become permanent after the period of three hundred and thirty-seven and one-half (337 ½) working hours. In the event the applicant proves unsatisfactory in the position during the aforementioned period, she shall be returned to her former position without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

It is understood that the Employer may elect to fill the vacancy in a part-time bargaining unit by expanding the hours of work of existing part-time Employees.

11.08 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees shall be given the first opportunity to fill temporary vacancies subject to Article 11.06. The Employer will outline to the Employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An Employee returning from leave of absence shall have the right to return to her former position. In instances where an Employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced Employee(s). In the event that a part-time Employee is the successful applicant, the part-time Employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate. The Employer shall distribute vacant shifts during vacancies which are expected to last less than six (6) weeks as equitably as possible.

An Employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position unless an opportunity arises which allows an Employee to bid on a permanent position or a temporary full-time position.

Part time Employees who fill temporary full time positions shall continue to be treated for all purposes as part time Employees. However, if the part time Employee continues in the temporary position for more than 14 months, and is receiving money in lieu of benefits, the part time Employee will be enrolled in the premium based benefits (being full time life
insurance, extended health care and dental) and the money in lieu ceases. For any other purpose, the Employee continues to be treated for all purposes as a part time Employee. When the temporary position ends, the Employee returns to her part time position, benefits cease, and money in lieu is reinstated.

11.09 Permanent Transfers

a) If an Employee is transferred or reclassified to a higher rated job group, he shall receive the corresponding rate for the job to which he was transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

b) If an Employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the Employee’s request, or any other reason as determined by the Employer acting within the scope of Article 3, the Employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

c) Subject to (a) and (b) above, a part-time Employee, changing his/her status to that of a full-time Employee, covered by this full-time Agreement, shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate, nor loss of any benefits in which the Employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time Employees covered by the full-time Agreement.

ARTICLE 12 - NO CONTRACTING OUT

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

ARTICLE 13 - WORK OF THE BARGAINING UNIT

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

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

13.03 Full-time/Part-time Ratio

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

ARTICLE 14 - CORRESPONDENCE

14.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the General Manager or his/her designate and the staff representative of the Union or his/her designate.

14.02 The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month’s notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants when applying must indicate the date of departure and specify the date of return. If a leave of absence is granted, the Employee shall be advised in writing.

To qualify for leaves of absence as stipulated above the Employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any Employee on a leave of absence.

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

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

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

b) The Employee must have started employment with her Employer at least thirteen (13)
weeks prior to the expected date of birth.

c) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

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

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

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

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

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

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

15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.

15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The Employee shall give the Employer at least two (2) weeks’ notice, in writing that she intends to take parental leave.

15.11 Parental Leave

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

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

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

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

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

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

15.12 Union Leave

a) The Employer may grant a leave of absence if the Union requests it in writing from the Employer provided the request is received within twenty-one (21) days whenever possible and the granting of the leave does not interfere with the effective and efficient operation of the Residence.

b) The Employer shall grant leaves of absence to Employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that, in making request for leave of absence, that it not unduly affect the proper operations of the Residence.

c) Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union for the amount paid to the Employees. The amount shall include any costs
associated with the Employee’s employment.

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

15.13 Bereavement Leave

a) An employee may be granted up to four (4) regular scheduled work days, without loss of pay, as may be required to attend the funeral in the case of spouse, child/step-child, brother, sister or parent, mother-in-law, father-in-law.

b) In the case of a loss of an aunt, uncle, niece or nephew, grandparent, brother-in-law or sister-in-law, the paid leave shall be for two (2) days to attend the funeral.

c) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

15.14 Jury and 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 Home, the Employee shall not lose regular pay because of such attendance, provided that the Employee:

a) notifies the Home immediately on the Employee’s notification that he will be required to attend at court;

b) presents proof of service requiring the Employee’s attendance; and

c) deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.15 Educational Leave

If required by the Employer, an Employee shall be entitled to a leave of absence with pay
and without loss of seniority and benefits to upgrade his or her employment qualifications. Where Employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

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

15.16 An Employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

Employees who are on a leave of absence will not engage in gainful employment on such leave and if an Employee does so while on such leave she shall forfeit all seniority rights and privileges contained in this agreement unless otherwise agreed to by the Union and Employer.

ARTICLE 16 - HOURS OF WORK

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

a) The regular work shift for full-time Employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.

b) It is mutually agreed that existing arrangements for lunch periods in the various homes will continue as practiced at the date of signing of this Agreement.

c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an Employee shall be paid for seven and one-half (7½) hours, notwithstanding the fact they have worked either six and one-half (6½) hours or eight and one-half (8½) hours.

d) The Employer will arrange shift schedules such that all Employees will receive a minimum of one (1) weekend off in two (2), except in the case of mutual agreement of the parties.

This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

16.02 Work Schedule
a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the General Manager or designate one (1) week in advance of posting.

b) The Employer will endeavour to schedule shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts.

c) No Employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.

d) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.

e) Part-time

In addition to scheduled shifts, part-time Employees will be called in for all other shifts on the basis of a rotating seniority basis.

16.03 Shift Giveaways

Employees shall be able to give away shifts to a maximum of one (1) shift per bi-weekly pay period. Shift giveaways shall apply to regularly scheduled hours exclusively and must be submitted in writing to the General Manager or her designate. Shift giveaways will not be subject to overtime pursuant to Article 17.01.

Such requests shall be approved at the discretion of the Employer and subject to the operational requirements of the property but will not be unreasonably withheld.

16.04 Shift Exchanges

The Employer agrees to allow employees to arrange to exchange shifts with other appropriately qualified employees.

Such requests must submitted in writing and shall be approved at the discretion of the Employer and subject to the operational requirements of the property but will not be unreasonably withheld. The Employer shall not be responsible or liable for overtime and non-compliance with any scheduling provisions that may arise or accrue as a result of this exchange.

16.05 Lunch or Meal Periods

Lunch or meal periods will be uninterrupted, except in cases of emergency. Should an Employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.
### Relief Periods

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

<table>
<thead>
<tr>
<th>Shift Length</th>
<th>Breaks:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to, and including 5.5 hours</td>
<td>1 – 15 minute break</td>
</tr>
<tr>
<td>More than 5.5 hours</td>
<td>2 – 15 minute breaks</td>
</tr>
</tbody>
</table>

In addition to the above, any shift over five (5) hours will also have a one-half (½) hour unpaid lunch within the shift.

### ARTICLE 17 - PREMIUM PAYMENTS

#### 17.01 Overtime

a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the Employee’s regular rate of pay.

b) If an Employee is required to work an extra three (3) hours or more, overtime at the end of his shift one (1) free meal will be supplied subject to availability.

c) Overtime shall be based on the Employee’s regular rate of pay and there shall not be any pyramiding of overtime under this Article.

d) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement;

#### 17.02 Minimum Reporting Pay

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

a) The Employee has not been previously notified by the Employer to the contrary, either orally or by message left at the Employee’s residence.

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

c) It is understood that reporting pay is not a guarantee of a minimum shift requirement
17.03 Article 17.02 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.

17.04 Call Back

When an Employee is called back to work after leaving the Home premises upon completion of his shift, such Employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift.

17.05 Call In

a) "Call-In" shall mean the calling in to work at the Employer’s request of an Employee on an assigned day off as per the posted schedule.

b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the Employee commences work within one (1) hour of the call, then the Employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.

d) If the Employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.

e) All call-in of shifts shall be given in order of seniority on a rotational basis of those Employees on the availability list, at non overtime rates of pay, before securing an agency replacement.

ARTICLE 18 - ALLOWANCES

18.01 Uniform Allowance - LOU

ARTICLE 19 – ACCIDENT PREVENTION – HEALTH AND SAFETY COMMITTEE

19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational
Health and Safety Act as amended from time to time. The Employer shall maintain a comprehensive policy on resident handling and safe work practices. Such policies will be reviewed by the Joint Health and Safety Committee.

19.02 A joint Management and Employee Health and Safety Committee shall be constituted with representation from the various bargaining units and of Employees who are not represented by Unions and who do not exercise managerial functions. They shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall meet in accordance with OHSA.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular or overtime rate. Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace Health & Safety bulletin board.

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

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

19.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees, shall make monthly inspections of the workplace and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

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

19.04 The Joint Health and Safety Committee and the representatives thereof shall have access
to Incident/Accident Report Form(s) required and the annual summary of data from the WSIB and/or workplace injury benefits relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

19.05 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

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

19.07 Day of Mourning

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

19.08 No Harassment

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

ARTICLE 20 · PAID HOLIDAYS

20.01 Employees shall receive the following holidays with pay:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labour Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Victoria Day</td>
<td>Boxing Day</td>
</tr>
<tr>
<td>Canada Day</td>
<td>Float Day</td>
</tr>
</tbody>
</table>

20.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Employer as the paid holiday.

20.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.
20.04 In order to qualify for holiday pay as per the proration formula, the employee must have worked her scheduled shift before and scheduled shift after the holiday and have worked at least one (1) day in the two (2) week period preceding the holiday. An employee who is absent from work on the scheduled shift before or after the holiday due to illness or injury shall qualify for payment subject to above provided that she can substantiate the illness or injury with accompanying medical documentation explaining the absence upon her return.

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

20.06 An employee who is required to work on any of the above mentioned holidays will, in addition to his holiday pay, be paid at the rate of one and one-half (1½) times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to non-overtime rates.

Where an employee qualifies and:

a) Where a holiday falls during the employee’s scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

b) Where a holiday falls during the employee’s scheduled day off, an additional day off will be scheduled with pay will be scheduled.

c) All lieu days shall be taken within 45 days of earning said day, unless otherwise mutually agreed. Granting of lieu days will be subject to the scheduling provisions and staffing.

20.07 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit his holiday pay, unless the absence is due to illness verified by a medical doctor’s certificate, in which case the employee will receive holiday pay as stipulated in Article 20.03.

If one (1) of the above named holidays occurs on an employee’s regular day off, or during his vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day’s pay. These options shall be at the discretion of the Employer.

20.08 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of the hours fall.

20.09 Employees not working on one of the above named holidays shall be compensated per the Employment Standards Act.

20.10 There shall be no pyramiding of premium pay, overtime pay or sick leave pay and paid
holiday pay.

**ARTICLE 21 – VACATIONS**

21.01 For the purpose of calculating eligibility, the vacation year shall be January 1st to December 31st.

Employees regularly scheduled sixty (60) hours or greater bi-weekly shall be entitled to the following vacations with pay:

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Vacation Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to less than 1,920</td>
<td>4% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>1,920 to less than 9,600</td>
<td>2 calendar weeks' vacation with pay at 4% of gross earnings for the vacation year.</td>
</tr>
<tr>
<td>9,600 to less than 19,200</td>
<td>3 calendar weeks' vacation with pay at 6% of gross earnings for the vacation year.</td>
</tr>
</tbody>
</table>

21.02 All employees who are regularly scheduled less than sixty (60) hours on a bi-weekly basis, shall be entitled to vacation pay based upon the applicable percentage of their gross earnings provided on the following basis:

- 2 week entitlement - 4%
- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%

21.03 Requests for primetime (Victoria Day to Labour Day) must be submitted in writing by March 31, and the resulting summer vacation schedule will be posted in the workplace by May 15. Requests received after March 31 will be considered on a first come first serve basis.

21.04 The periods at which Employees shall take vacation shall be based on the selection by the Employee according to seniority in each department, but shall be finally determined by the General Manager having due concern for the proper operation of the Home.

21.05 Employees who have lost their seniority and have terminated their employment as set out in Article 9.04 (loss of seniority clause) herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such Employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

21.06 a) If an employee transfers from permanent part-time or part-time to full-time or vice-
versa, the following method shall be used to calculate his vacation service date: 1,920 hours worked equals one (1) year of service.

b) 1,920 hours paid equals one (1) year of service.

21.07 Vacation time will be allotted between the months of May and September inclusive, if possible, unless some other time is mutually arranged between the individual employee and the Employer.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 Employees regularly scheduled sixty (60) hours or more biweekly shall be eligible to participate in the Employers Health and Insurance Benefits program following the successful completion of the probationary period.

<table>
<thead>
<tr>
<th>Division</th>
<th>Eligibility</th>
<th>Cost Sharing</th>
</tr>
</thead>
<tbody>
<tr>
<td>026 - Hourly Employees</td>
<td>30 hours per week</td>
<td>50% ER Life/AD&amp;D, 50% EHC/Dental</td>
</tr>
<tr>
<td></td>
<td></td>
<td>50% All Benefits</td>
</tr>
</tbody>
</table>

Notes
Definition of Child
Waiting Period
3 months

21 / 25 accredited educational institute

<table>
<thead>
<tr>
<th>Benefits</th>
<th>Details</th>
<th>026 - Hourly Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>Flat Percent</td>
<td>$10,000</td>
</tr>
<tr>
<td></td>
<td>Minimum</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Maximum</td>
<td></td>
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<tr>
<td></td>
<td>Rounded NEM</td>
<td></td>
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<tr>
<td></td>
<td>Reduction</td>
<td>50% age 65</td>
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<td>Termination</td>
<td>Age 70</td>
</tr>
<tr>
<td></td>
<td>Conversion</td>
<td>Before Age 65</td>
</tr>
<tr>
<td>Life Waiver</td>
<td>Definition</td>
<td>Total Disability</td>
</tr>
<tr>
<td></td>
<td>Termination</td>
<td>Age 65</td>
</tr>
<tr>
<td>Dependent Life</td>
<td>Spouse</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Each Child</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Termination</td>
<td></td>
</tr>
<tr>
<td>AD&amp;D</td>
<td>Flat Percent Max</td>
<td>Equal to Life Insurance</td>
</tr>
<tr>
<td>Health</td>
<td>Pay Direct Drug Card</td>
<td></td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Rounded Reduction</strong></td>
<td>Definition Legally requiring a prescription</td>
<td></td>
</tr>
<tr>
<td><strong>Termination</strong></td>
<td>Coinsurance 80%</td>
<td></td>
</tr>
<tr>
<td><strong>Conversion</strong></td>
<td>Deductible $25 / $50 combined with Health Yes</td>
<td></td>
</tr>
<tr>
<td><strong>Health</strong></td>
<td>Generic Yes</td>
<td></td>
</tr>
<tr>
<td><strong>Deductible</strong></td>
<td>Inclusions Diabetic Supplies, IUDs &amp; Diaphragms, Contraceptive drugs, rings and patches, injectable drugs (serums, vaccines, vitamins)</td>
<td></td>
</tr>
<tr>
<td><strong>Coinsurance</strong></td>
<td>Exclusions Fertility drugs, Smoking Cessation, Anti-Obesity, Erectile dysfunction</td>
<td></td>
</tr>
<tr>
<td><strong>Aggregate Maximum</strong></td>
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<td></td>
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<tr>
<td><strong>Hospital Drugs</strong></td>
<td></td>
<td></td>
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<tr>
<td>**Paramedical max/</td>
<td></td>
<td></td>
</tr>
<tr>
<td>practitioner**</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Rn or RNA Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Convalescent Home</td>
<td></td>
<td></td>
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<tr>
<td>Care**</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Substance Abuse</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Treatment Facility</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>OOC Referrals</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hearing Aids</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Orthopedic Shoes</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Orthodics</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Survivor Benefit</strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>Termination</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Travel Assist</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Age 70
- Before Age 65

- N/A to OOC Emergency, $25 / $50 all else
- 100% OOC Emergency, 80% for all others
- $5,000,000 per insured, lifetime
- N/A
- Paper Reimbursement - see below
- $500 per calendar year, combined for all practitioners including: Speech Therapist, Massage Therapist, Psychologist, Chiropractor, Osteopath, Chiropodist/Podiatrist, Physiotherapist, Acupuncturist, Naturopath
- $5,000 / cy
- $20 per day
- Semi-Private
- Not Covered
- $300 / 5 years
- $400 per calendar year, combined with Orthodics
- $400 per calendar year, combined with Orthopaedic Shoes
- 24 months
- Age 70
- Yes
Vision
Eyeglasses $200/24 mos
Eye Exams $80/24 mos

22.02 Change of Carriers

The Employer shall provide to each person a copy of the current information booklets for those benefits provided under this Article. The Union shall be provided with a current copy of the Master Policy. It is clearly understood that the Employer's obligation pursuant to this Collective Agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Employer will provide a minimum of thirty (30) days’ notice to the Union prior to substituting carriers.

22.03 Nursing Homes and Related Industries Pension Plan

Effective the first pay period immediately following December 31st 2013 the following Article shall apply.

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

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

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

i) the straight time component of hours worked on a holiday;

ii) holiday pay, for the hours not worked; and

iii) vacation pay.

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

“Eligible Employee” is defined as full-time and part-time Employees in the bargaining unit who have completed 475 hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

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

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contributions irrespective of whether the Employee pays the matching amount.
The Employer shall contribute on behalf of all Employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan 2% of Applicable Wages to a fund of the Employee's choice.

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

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

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

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

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

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

The following information shall be provided to the Administrator of the Plan in electronic format.

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

i)  To be Provided Once Only at Plan Commencement

   Date of Hire
   Date of Birth
   Date of First Contribution
   Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

ii) To be Provided with Each Remittance
Name
Social Insurance Number
Monthly Remittance
Pensionable Earnings
Year to Date Contributions
Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) **To be Provided Once and if Status Changes**

Full Address as provided to the Employer
Termination date where applicable (MM/DD/YY)
Gender
Marital Status

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

Current complete address listing
Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits.

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

.06 The Employer agrees to be bound the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

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

**ARTICLE 23 - INJURY AND DISABILITY**

NA

**ARTICLE 24 - SICK LEAVE**

24.01 Sick leave is for the sole and only purpose of providing income protection in the event an employee has a non-occupational illness or injury.
24.02 The Employer may require a medical certificate from employees who demonstrate a pattern of illness, or whose attendance performance exceeds the department or residence average, or where the Employer has reason to doubt the legitimacy of the illness.

a) A sick leave bank will accrue based on one day for each one-hundred and sixty-two and one-half 162.5 hours work by the employee.
b) Full time employees shall be allowed to accrue up to twelve (12) days in one calendar year.
c) Part-time employees shall be allowed to accrue up to four (4) days in one calendar year.
d) Sick leave shall be taken in minimum one (1) day increments to be paid based on schedule time lost due to non-work-related illness or injury.
e) The right to sick pay shall cease upon notice of termination of employment.

24.03 The Employer shall bear the cost of medical certificates if required

ARTICLE 25 - COMPENSATION

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

25.02 Retroactivity

The retroactive payment applies only based on hours paid by the Employer. Employees who have left their employment will be notified by prepaid post, addressed to their last known address. Entitlement is lost if not claimed within thirty (30) days.

25.03 Temporary Transfers

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

25.04 New Classification

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

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

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

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

25.05 Wage Progression

a) Hours worked and paid for, and hours not worked and paid for by the Employer, and applicable insurance, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

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

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all Employees in the bargaining unit of the activities of the Union. All postings will coincide with positive labour management relations.

ARTICLE 27 - INTERPRETATION

27.01 Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
ARTICLE 28 - PERSONAL FILES

28.01 Letters of Reprimand

Letters of reprimand are to be removed from an employee’s personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface (i.e.: residents, family members, visitors and guests) where the record will remain on file.

28.02 Suspension

a) Records of suspension are to be removed from an employee’s personnel file after twenty (20) months of discipline free employment from the date of discipline except in the case of incidents involving third party interface (i.e.: residents, family members, visitors and guests) where the record will remain on file, unless reversed at arbitration or settlement.

b) Having provided a written request to the General Manager at least one week in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 29 - TERM

29.01 This Agreement shall continue in effect from January 1, 2015 until December 31, 2016 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

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

29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.
IN WITNESS WHEREOF the parties hereto have hereunto cause this Agreement to be executed by their duly authorized representatives this 1st day of November, 2016.

ON BEHALF OF THE EMPLOYER

[Signature]

ON BEHALF OF THE UNION

[Signature]

[Name]

Pat Winto
<table>
<thead>
<tr>
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<th>Step</th>
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<td>Reception</td>
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<td>12.64</td>
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<td>13.51</td>
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<td>450</td>
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<td>Cook</td>
<td>Start</td>
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<tr>
<td>Students</td>
<td>Under</td>
<td>10.72</td>
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<td></td>
<td>Over 18</td>
<td>11.44</td>
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SCHEDULE "A"

LETTER OF UNDERSTANDING:
BETWEEN
SEASONS BELL LANE (hereinafter the "Employer")

- AND -
SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter the "Union")

RE: Shift Replacement Procedure

This Letter of understanding is to clarify how Seasons Bell Lane Department Managers will identify shift replacement staff and the call-in procedures therein, and to ensure an equitable distribution of additional hours to all staff.

Call-in Replacement
The employer will endeavor to ensure call-ins are offered to employees on the basis of seniority numerically down the seniority list until an available employee accepts the shift. Once an available employee has accepted, the employer will cease the search and the next call-in replacement shall begin with the employee following the individual who had accepted the previous call-in. This cycle shall continue for all subsequent call-in replacement searches.

Exclusion
The employer retains the right to abdicate from this process where:

(i) The call-in coverage is deemed by the employer to be an emergency (less than two (2) hours’ notice) or;

(ii) The additional hours will entitle the employee taking the shift to be paid at overtime rates.

This Letter of Understanding shall remain in effect until the expiry of this agreement, or may be terminated prior to expiry at the request of either party. Any changes to this process will be addressed through Labour Management meetings.

Dated at: Brantford, Ontario, this 1st day of Nov., 2016.

FOR THE EMPLOYER:  

 FOR THE UNION:

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LETTER OF UNDERSTANDING:
BETWEEN
SEASONS BELL LANE (hereinafter the “Employer”)
- AND -
SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter the “Union”)

RE: Uniforms

This Letter of understanding is to specify Seasons Bell Lane’s uniform provisions.

Uniforms
Effective for May 1st, 2011, the employer shall provide upon hire, and annually thereafter two (2) uniform shirts and two (2) uniform pants to all Full-Time employees and one (1) uniform shirts and one (1) uniform pants to all Part-Time and Casual employees of Seasons Bell Lane. Additional uniforms may be purchased at the employee’s expense and changes to the standard uniform shall remain at the discretion of the employer. Only employer approved uniforms shall be worn during work hours.

The definitions of Full-Time, Part-Time and Casual shall be consistent with the parties’ current Collective Agreement definitions.

Dated at: Brantford, Ontario, this 1st day of Nov, 2016.

FOR THE EMPLOYER:

For THE UNION:

[Signatures]

Catherine Donlan

[Signature]
LETTER OF UNDERSTANDING:

BETWEEN
SEASONS BELL LANE (hereinafter the "Employer")

- AND -
SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter the "Union")

RE: Working Managers

Positions excluded from the bargaining unit may continue to perform their duties and this will not be considered a violation of Article 12/13 – Work of the Bargaining Unit.

Dated at: Brantford, Ontario, this 1st day of Nov, 2016.

FOR THE EMPLOYER:

[Signature]

FOR THE UNION:

[Signature]
LETTER OF UNDERSTANDING:

BETWEEN
SEASONS BELL LANE (hereinafter “the Employer”)

- AND -
SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter the “Union”)

RE: Uniform Holdback

This Letter of understanding is to clarify the introduction and implementation of the Uniform holdback as it pertains to employees during the probationary period.

Holdback

Upon hire and annually thereafter, the employer intends to provide to all Full Time employees two (2) uniform shirts and two (2) uniform pants and to all Part Time and Casual employees one (1) uniform shirt and one (1) uniform pants. In an effort to mitigate the losses of such uniform expenditures to the employer, it is agreed by the parties hereto that any newly hired employee shall be charged for the full cost of such uniform(s) via payroll deduction averaged over their first full three (3) pay cheques following the individuals hire date.

The employer (or employers principal), shall retain in holding, the amount deducted from the individual until such time that incumbent successfully completes the mandatorily required probationary period, upon which completion any uniform related costs withheld shall be fully reimbursed to the successful incumbent.

Failure to Complete the Probationary Period

Where the incumbent fails to complete the probationary period per above, it is further agreed and understood that the employer shall inherit said withheld funds and no reimbursement shall be paid.

Failure to complete the probationary period shall be defined as release from employment for any/all of the following:

a) Is voluntarily or involuntarily discharged
b) Is absent from work for three (3) consecutive days without reasonable cause
c) Is off the payroll for a continuous period of thirteen (13) months
d) Fails to return to work following an approved leave of absence

For the purposes of this Letter of Understanding, the term “probationary period” shall be quantified as the first 450 hours of employment, unless otherwise agreed and amended by the parties.

Dated at: Brantford, Ontario, this 1st day of Nov, 2016.

FOR THE EMPLOYER:

FOR THE EMPLOYEES:

[Signatures]
LETTERS OF UNDERSTANDING

To be added/replaced in all participant Collective Agreements with the following language:

1. Letter of Understanding re Credit Check Letters

Upon written request to the General Manager, and with reasonable notice, the Employer will provide an Employee a letter of employment in the following format. Employees will not make such requests more than three times per year.

(Letterhead)

Date

To Whom it may concern:

This letter will confirm ____ Employee ____ has been employed by _____ Employer _____ since date of hire.

____ Employee ____ is currently employed as a(n) __classification__. The current hourly rate for this position is $______.

For the calendar year (year), ____ (Employee's) ____ earnings, per T4 statement, were $______.

General Manager

____________________
Facility
Seasons Bell Lane
(hereinafter called the "Employer")

- AND -

Service Employees International Union, Local 1 Canada
(hereinafter called the "Union")

Where the parties are in collective bargaining for their first Collective Agreement, issues withdrawn or not dealt with at the central table may be tabled at the local level for the purposes of reaching a full Collective Agreement.

Chartwell and Seasons Participating Retirement Homes
(hereinafter called the "Employer")

- AND -

Service Employees International Union, Local 1 Canada
(hereinafter called the "Union")

It is understood that any other existing provision in the current Collective Agreements that is not addressed during central or local bargaining, will remain in its form as it existed in the expired Collective Agreement.

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