COLLECTIVE AGREEMENT

BETWEEN

WOODHALL PARK ESTATES LIMITED
BRAMPTON, ONTARIO

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

EFFECTIVE: JANUARY 1, 2017
EXPIRY: DECEMBER 31, 2019
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COLLECTIVE AGREEMENT

BETWEEN

WOODHALL PARK ESTATES LIMITED
Brampton, Ontario
(hereinafter referred to as "the Employer")

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 'Lon
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees; to provide machinery for the prompt and equitable disposition of grievances; and to establish and maintain certain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement. The terms and conditions of the Collective Agreement will cover full-time and part-time employees, except where noted in the Agreement.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees in Brampton, Ontario, save and except supervisors, persons above the rank of supervisor, Activities Director, Maintenance Director, Registered and Graduate Nurses, office and clerical staff, and students employed during the school vacation period.

Note: In order to define employees as part-time, i.e., working less than 22 1/2 hours per week, an average of hours worked per week will be done in July and January and this average number will define employees for the six (6) months following each averaging.

2.02 Where the masculine pronoun is used in this agreement, it shall include the feminine pronoun where the context so applies, and vice versa.
ARTICLE 3 - UNION SECURITY

3.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of participation or non-participation in the Union.

3.02 (a) As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union initiation Fee as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

(b) In consideration of the deducting of Initiation Fees and Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

3.03 Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 25th of the month in an electronic format following which the deductions are made. The Employer shall, when remitting such dues, name the employees from whose pay deductions have been made and shall also identify the employees by social insurance numbers, as well as providing addresses and phone numbers.

Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.

3.04 The Employer will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the payroll system.
3.05 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union, once during the third calendar month of employment, for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. A copy of the Collective Agreement will be provided to all new employees eligible for membership in the Union.

3.06 The Employer shall not contract out any work normally 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 4 - NO STRIKES OR LOCKOUTS

4.01 In view of the orderly procedure established by the Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement there will be no strike, slow-down, either complete or partial, and the Employer agrees that there will be no lock-out.

4.02 The words, "strike" and "lock-out" as used herein are agreed to have the meanings defined for these words in the current Ontario Labour Relations Act as amended from time to time.

ARTICLE 5 - RESERVATION OF MANAGEMENT RIGHTS

5.01 It is agreed that the Employer possesses all the rights, power, privileges or authority that it had prior to the signing of this Agreement, except such rights, powers, privileges or authority shall not be abridged in any way unless expressly stated.

5.02 The Union further acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to hire, retire, discharge, transfer, promote, demote, classify or discipline employees, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
ARTICLE 6 - UNION REPRESENTATION

6.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than two (2) members, and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on the matter properly arising from time to time during the continuance of the Agreement, including the negotiations for or renewal of any Agreement. The members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiations of this Agreement or its successor, including all conciliation proceedings, but excluding any arbitration proceedings.

6.02 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards, one of whom will be a part-time employee.

6.03 Each steward or Committee member shall be an employee of at least three (3) months' seniority with the Employer in order to be eligible for election or appointment to the said position.

6.04 The Union acknowledges that stewards and Union Committee members have regular duties which must be performed on behalf of the Retirement Home, and that such employees will not leave their regular duties without first obtaining permission to do so from the Administrator or his designate. Such permission shall not be unreasonably withheld.

6.05 It is agreed that there will be no deduction from the pay of stewards or Committee members for time spent on the premises of the Employer while meeting with representatives of the Employer during an employee's scheduled working hours, for which permission has been granted by the Administrator or his designate.

6.06 The Employer will supply the Union with a list of all supervisory personnel who may be involved in the administration of this Agreement, and will revise such list from time to time as is necessary.

6.07 The Union will supply to the Employer the names and titles of all stewards and members of the Union Committee, and will revise such list from time to time as is necessary.

ARTICLE 7 - COMPLAINT PROCEDURE AND GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of the Employer or the employees shall be adjusted as quickly as possible, it being understood that an employee has no grievance until he or she has first given the immediate supervisor an opportunity to adjust the complaint.
7.02 If an employee has a complaint, he or she (who may request the assistance of the steward) shall discuss it with the immediate supervisor within three (3) working days after the circumstances giving rise to the complaint have originated or occurred. Failing settlement, the grievance may be lodged by the employee within five (5) working days following the reply of the immediate supervisor.

Grievance Procedure:

7.03 Definition:

For the purpose of this Agreement, "grievance" is defined as a dispute, claim or complaint involving the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

Step 1

7.04 The aggrieved employee shall present his/her grievance, in writing to his/her immediate supervisor. The steward of the aggrieved employee may also be present when the grievance is presented to the immediate supervisor. If a settlement satisfactory to the employee concerned is not reached within three (3) working days or any longer period which may be mutually agreed upon at the time (such extension to be given in writing), the grievance may be presented as follows at any time within three (3) working days thereafter.

Step 2:

Failing a satisfactory settlement in Step 1, the aggrieved employee, accompanied by a Union Steward, may present his/her grievance to the Administrator (or in the Administrator's absence, his designated representative), who shall consider it in their presence. Should no settlement satisfactory to the employee be reached within three (3) working days, the next step in the grievance procedure may be taken at any time within three (3) working days thereafter.

Step 3:

Failing a satisfactory settlement in Step 2, the aggrieved employee may submit his/her grievance in writing to the Employer for discussion at a special meeting of the Union Committee, including the Business Agent and the Employer. The decision of the Employer shall be given in writing within five (5) working days following the meeting. Should the Employer fail to render its decision as required in Step 3, or if the reply of the Employer is not satisfactory to the employee, the grievance may then be referred to arbitration if the request is made in writing within ten (10) days after the grievance has been dealt with at such special meeting. If no written request for arbitration is received within ten (10) working
days after the decision under Step 3 is given, or within fifteen (15) working days following the meeting under Step 3 of the Grievance Procedure, the grievance shall be deemed to have been settled.

7.05 No grievance shall be considered which has not been carried through the steps of the grievance procedure within the various time limits, any of which may be extended by mutual consent, in writing, of the parties.

7.06 A Saturday, Sunday or Paid Holiday within the meaning of this Agreement shall be excluded in computing the time limits within which a step is taken under the Grievance Procedure of this Agreement.

7.07 All letters of reprimand shall be removed from an employee's record after eighteen (18) months from the date of the offence, providing no similar discipline has occurred during that period. A copy of all such letters shall be given to the Union Chief Steward.

7.08 Having provided a written request to the Administrator at least one (1) week in advance, an employee shall be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time.

7.09 Each employee will be given a copy of her evaluation.

ARTICLE 8 - DISCHARGE CASES

8.01 A claim by an employee who has completed his/her probationary period, that he/she has been unjustly discharged from employment, will be treated as a special grievance, commencing at Step 2 of the grievance procedure, provided the discharged person submits his/her written grievance, dated and signed, within five (5) working days after the discharge occurs.

ARTICLE 9 - POLICY GRIEVANCE

9.01 Union 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 2 of the grievance procedure, provided 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 which such employee or employees could themselves initiate and the regular grievance procedure shall not be thereby by-passed.
9.02 **Employer Grievance**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation by the Union or any employee of this agreement in writing at Step 2 of the grievance procedure by forwarding a written statement of said grievance to the Business Agent of the Local Union, provided it is presented within ten (10) working days after the circumstances giving rise to the grievance having originated or occurred. The Business Agent of the Local Union shall give his decision in writing within 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 3 of the grievance procedure.

**ARTICLE 10 - ARBITRATION**

10.01 **Arbitration Procedure**

If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party of the grievance and shall contain the name of the party's nominee to the Board of Arbitration. The other party to the Agreement shall, within ten (10) days thereafter, nominate its member to the Board of Arbitration and the two so nominated shall endeavour, within ten (10) days after their appointment, to agree upon a third person to act as Chairman of the Board of Arbitration. If the parties are unable to agree upon a third person within ten (10) days after their appointment, then a third person shall be appointed by the Director, Ontario Labour Management Arbitration Commission.

10.02 The said two arbitrators first appointed shall be at liberty prior to the appointment of the third arbitrator, to discuss the grievance submitted to arbitration, with a view to the mutual settlement of the grievance so submitted by the parties.

10.03 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure within the time limits in the manner provided.

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

10.05 Each of the parties shall pay the expense of their own nominee and one-half of the fees and expenses, if any, of the Chairman.

10.06 The Board of Arbitration shall have no power to alter or change any of the provisions of this Agreement, or to substitute any new provision for existing
provisions, nor to deal with any matter not covered by this Agreement.

10.07 The decision of any Board of Arbitration shall be consistent with the terms and provisions of this Agreement.

10.08 Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration shall be final and binding on both parties to this Agreement.

10.09 Any grievance involving the interpretation or application of this contract which has been disposed of hereunder, shall not be made the subject of another grievance.

10.10 Nothing in this Agreement shall prevent the parties to this Agreement from agreeing to a single Arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.

10.11 At any stage of the complaint or grievance procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring parties of the Board of Arbitration to view any working condition which may be relevant to the settlement of the grievance at a reasonable time, in such a manner as not to interfere with the function of the Home.

ARTICLE 11 – SENIORITY

11.01 (a) A full-time employee will be on probation and will not have any seniority standing with the Employer until after he/she has completed 375 hours worked. The employee's seniority will then accumulate in accordance with hours worked. Hours worked shall be hours worked and paid for, and hours not worked and paid for by the Employer. Probationary employees may be released at the sole discretion of the Employer.

(b) A part-time employee will be on probation and will not have any seniority standing with the Employer until after he/she has completed 375 hours worked. The employee's seniority will then accumulate in accordance with hours worked. Hours worked shall be hours worked and paid for, and hours not worked and paid for by the Employer.

Probationary employees may be released at the sole discretion of the Employer.

11.02 (a) Seniority lists for full-time and part-time employees, stating their last date of hire, will be prepared by the Employer. Names of employees and ranking
will be in accordance with seniority based on hours worked. The seniority list shall be considered final after twenty (20) days of issuance by the Employer.

(b) The lists referred to above will be revised in July and January annually, and copies will be provided for the Union after original preparation, and after each revision. A copy of each seniority list will be given to the Chief Steward, posted on the bulletin board, and a copy of each revision sent to the Union office.

11.03 Promotions will be based on seniority, provided the candidates’ qualifications and abilities for the job concerned are approximately equal. Seniority will also govern demotion, transfers, lay-offs, recalls, and reduction in staff, subject to the senior employee(s) being able to perform the normal requirements of the job.

11.04 Employees who have attained seniority and who may be laid off due to lack of work will be retained on the Employer's records for a period of twenty-four (24) months. During that period they will be subject to recall if work becomes available. Notice of recall to work will be by registered letter or telegram, addressed to the last address recorded with the Employer by the employee concerned.

11.05 Notice of Lay-off-Full-time Employees

Except in cases of emergency, the Employer shall give each full-time employee in the bargaining unit who has acquired seniority, and who is to be permanently laid off for a period of more than twelve (12) consecutive weeks, written notice of lay-off, in accordance with the following schedule:

(a) Two (2) weeks' notice in writing to the employee if his or her period of employment is less than one (1) year;

(b) Three (3) weeks' notice in writing to the employee if his or her period of employment is one (1) year or more.

(c) Four (4) weeks' notice in writing to the employee if his or her period of employment is three (3) years or more.

(d) Five (5) weeks' notice in writing to the employee if his or her period of employment is four (4) years or more.

(e) Notice to Union

In the event of a permanent lay-off for a period of more than six (6) consecutive weeks, the Employer shall provide the Union with eight (8) weeks written notice of the lay-off.
11.06 Loss of Seniority (Full-time and Part-time Employees)

Seniority previously accumulated will be lost and the employee terminated whenever an employee:

(a) voluntarily resigns or quits the employ of the Employer;

(b) is discharged for just cause, and the discharge is not reversed through the grievance procedure;

(c) is absent for three (3) consecutive working days without notifying the Employer unless a reason satisfactory to the Employer is given;

(d) fails to report for work within seven (7) calendar days after being notified by the Employer following a recall from layoff exceeding four (4) calendar weeks;

(e) is absent from work for more than twenty-four (24) months for any reason, including layoff, illness or disability.

11.07 Job Posting

(a) All full-time job vacancies at the Home shall be posted on the bulletin board for ten (10) calendar days. In the event more than one (1) employee applies for the vacant job, then it shall be awarded to the applicant with the most seniority, provided he/she is able to perform the job. For the purposes of filling a job vacancy, only the seniority at the Home where the vacancy occurs will be considered. The posting shall identify the shifts on the posting.

(b) The successful applicant shall be placed on trial in the new position for a period of up to thirty (30) days of work. Such trial promotion or transfer shall become permanent after the trial period, unless:

(i) the employee feels that he/she is not suitable for the position and wishes to return to his/her former position; or

(ii) the Employer feels that the employee is not suitable for the position and requires that he/she return to his/her former position.

In the event of either (i) or (ii) above, the employee will return to his/her former position and salary without loss of seniority. Any other employee promoted or transferred as a result of the re-arrangement of positions shall also be returned to his/her former position and salary, without loss of seniority.
(c) The Employer will advise any unsuccessful applicant of the reasons why the applicant did not get the vacant job.

(d) The Employer will consider all employee applications before considering outside applicants.

(e) In deciding the successful applicant, the following factors shall apply:
   
   (i) Availability, qualifications, skill, ability and experience;

   (ii) Seniority.

11.08 Upon transfer to a full-time position the employee will be given credit for their part-time seniority.

ARTICLE 12 · LEAVES OF ABSENCE

12.01 **Personal**

The employee with six (6) months of seniority may be granted leave of absence without pay and with accrual of seniority, at the discretion of the Employer. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave. The application must state the date of commencement of the proposed leave, and the date of return.

12.02 **Union Business**

(a) The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than one (1) employee at any time, and the total leave of absence for such employee in any year shall not be longer than two (2) weeks' duration, nor on more than two (2) occasions in any year. It is further understood that the leave of absence shall be granted without pay and the Union shall be responsible for the payment of wages during the period of absence. The Employer shall pay the regular rate of pay for the period of absence and shall bill the Union for reimbursement.

(b) For such leave of absence, the Union must give twenty (20) days' clear notice to the Employer, in writing.

12.03 **Jury 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 the employee:

(a) notifies the Employer immediately on the employee's notification that he/she will be required to attend at Court;

(b) presents proof of service requiring the employee's attendance;

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

Any paid holiday, vacation or lieu day that falls during jury duty shall be reschedule.

12.04 Bereavement Leave

(a) An employee who has completed the probationary period of employment will be allowed up to five (5) consecutive working days off without loss of pay for regularly scheduled hours in conjunction with the death of a spouse (to include same sex partner as defined by law), child or parent and four (4) days leave of absence with pay in the event of the death of his/her step-parent, legal guardian, sister, brother, mother-in-law, father-in-law, niece or nephew. Up to two (2) days leave of absence with pay shall be allowed in the event of the death of a brother-in-law, sister-in-law, grandparent, grandchild, aunt or uncle. Only that portion of the leave days which would otherwise have been working days or paid holidays will be paid by the Employer.

(b) Where it is necessary because of distance, the employee may apply for personal leave of absence in addition to the Bereavement leave.

(c) An employee who is on bereavement leave and has a scheduled paid holiday, vacation or lieu day during the bereavement leave can, upon request, have these days re-scheduled at another time mutually convenient to both the Employer and Employee.

12.05 Maternity Leave

.01 Preamble

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

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

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

(b) 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 .10 Parental Leave.

03 An employee who does not apply for leave of absence under Article .02(a) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with Article .02(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.

04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, the continue her share of the premiums.

05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity, or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated.
All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the employer in existence of such a system or practice shall reinstate the employee in accordance with the provisions of Article .05.

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

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

.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article .10 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that she intends to take parental leave.

.10 Parental Leave

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

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

(c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within 34 weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

(d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends eighteen (18) weeks after it
began or an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

(e) For the purposes of parental leave under Article .10 parental leave, the provisions of .01, .04, .05, .06, .07, .08, .09 shall also apply.

(f) Employees on such leave of absence will accrue benefits only to the end of the month in which, the leave of absence commences. Benefits will accrue and be paid from the date of return to employment following such leave of absence. No employee will lose seniority while on maternity leave.

12.06 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to upgrade 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 costs associated with the courses, including the payment for courses required by the provincial government.

The Administrator may grant any duration request for unpaid leave of absence to upgrade employment qualifications, provided that the employee returns to work for the duration of the leave, and 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 undue inconvenience to the normal operations of the Home. Applicants, when applying, must indicate the date of departure and specific date of return.

12.07 Upon receipt of a written request from the employee, the Employer shall provide an unpaid leave of absence to the employee to attend a recognized training program to upgrade the employee’s occupation related qualifications or skills. The leave will be granted provided the employee agrees to return to work at the end of the leave for a period at least equal to the duration of the leave and that the request for the leave was received by the Employer a minimum of four (4) weeks in advance of the date the leave is to commence.

12.08 Domestic or sexual violence leave will be granted in accordance with the Ontario Employment Standards Act, 2000.

ARTICLE 13 - HOURS OF WORK

13.01 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.

13.02 The regular work week will consist of thirty-seven and one-half (37 1/2) hours which may, at the discretion of the Employer, be averaged over a two (2) weeks' pay period. The number of days worked each week will normally average five (5) over a two-week's pay period. The regular work shift for full-time employees shall be seven and one-half (7 1/2) working hours per day exclusive of meal periods. The 7 1/2 working hours per day will be worked within an eight (8) hour period. Employees shall be allowed a half (1/2) hour unpaid meal period.

13.03 A scheduled shift in the kitchen for the Dietary Aide and Cook classifications shall not be less than 3 hours in duration.

ARTICLE 14 – OVERTIME, RESPONSIBILITIY PAY, SHIFT PREMIUM

14.01 Overtime shall be paid for all authorized hours worked over seven and one-half (7 1/2) in any one (1) day or seventy-five (75) in a bi-weekly period, at the rate of time and one-half (1 1/2) the employee's regular rate of pay. Employees may be scheduled for more than five (5) days per week, but no more than ten (10) days per bi-weekly period.

14.02 Employees are permitted to exchange shifts with other appropriately experienced employees with the prior approval of the Administrator or his designate. The request for such change must be submitted in writing, and signed by both employees. It is understood that such change in shift, instigated by the employee and duly approved, shall not result in any overtime compensation.

14.03 (a) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take equal time off by mutual agreement.

(b) Overtime shall be based on the employee's regular rate of pay, and there shall not be any pyramiding of overtime.

14.04 An employee who is absent on paid time during his schedule work week because of sickness covered by the sick bank, Workers' Safety Insurance Board, Bereavement, holidays, vacation or union leave on scheduled days of work shall be considered as if he had worked during his regular scheduled hours for the purpose of calculating eligibility for overtime rate.

14.05 If an employee is required to work an extra continuous full shift as overtime, two (2) free meals will be supplied during such shift, in addition to overtime rates paid. If an employee is required to work an extra three (3) hours overtime at the end of his shift one (1) free meal will be supplied.
14.06 Where a shift is not able to be filled which results in an overtime situation, the shift will be offered to the most senior in the classification subject to the employee's qualification and ability to perform the work required.

14.07 Responsibility Allowance

(a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of one 1/2 shift or longer, the employee shall receive an allowance of thirty cents ($.30) per hour for the duration of their assignment.

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

14.08 Shift Premium

Employees who work the afternoon and night shifts shall receive a shift premium of twenty-five (25) cents per hour for hours worked on an afternoon or night shift. This premium shall not be used in any overtime calculations.

14.09 Weekend Premium

All employees who are required to work on weekends shall be paid fifteen (15) cents per hour worked between the start of the shift commencing on or about 11:00pm Friday, and the end of the shift ending on or about 11:00pm Sunday. Payment of the weekend premium shall not preclude the payment of the afternoon and night shift premium.

ARTICLE 15 - WORK SCHEDULE

15.01 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 Administrator or his designate, one (1) week in advance of posting.

15.02 Shift schedules will be arranged such that all full-time employees will receive one weekend off in two (2). Emergency conditions preventing such scheduling will be discussed with the Union. The Employer will endeavour to provide employees with twenty (20) or more years of service with three (3) weekends off in four (4), subject to its ability to maintain appropriate staffing to sustain normal operations.
15.03 All employees who work on an assigned day off as per assigned schedule, at the Employer's request, will be paid overtime at the rate of time and one-half (1 1/2) for all hours worked.

15.04 Employees who are scheduled to work less than seventy-five (75) hours in a two week period will not qualify for overtime on an assigned day off as stipulated in Article 15 until they have completed seventy-five (75) hours of work in the scheduled two (2) week period.

15.05 **Part-time Commitment**

(a) Part-time employees who desire to be pre-scheduled on the posted work schedules must be available to work at least ten(10) shifts per month, and be available to work in eleven (11) months of the year, including July, August and December. If a part-time employee scheduled on the duty roster cycle (exclusive of any work on a relief or call-in basis) to work and does actually work over thirty (30) hours per week in excess of seventeen (17) consecutive weeks per twelve (12) month period ending on May 31st of each year, he/she may then be considered for eligibility into the full-time unit, subject to the mutual agreement of the Employer and the Union. In addition, if an employee enters the full-time unit by mutual agreement but does not continue to be scheduled and works more than twenty-two and one-half (22 1/2) hours each and every week (exclusive of relief work), he/she shall automatically revert to the part-time unit.

(b) The Employer will continue the practice of endeavouring to schedule part-time employees to receive one (1) week-end off in two (2), but in any case, part-time employees will receive at least one (1) week-end off in three (3).

**ARTICLE 16 - RELIEF PERIODS AND REFRESHMENTS**

16.01 Employees will be allowed fifteen (15) minutes relief in each half of the seven and one-half (7 1/2) hour shift, without reduction in pay and without increasing the regular working hours.

16.02 A fifteen (15) minute rest period will be provided for all shifts greater than 3.5 hours.

16.03 An employee working a shift greater than 5 hours in duration will have a scheduled ½ hour unpaid meal break provided.
ARTICLE 17 - REPORTING ALLOWANCE

17.01 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.

17.02 Article 17.01 shall be waived and not be 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.

17.03 An employee shall be given a minimum of two (2) hours notice of a shift cancellation prior to the commencement of a shift.

ARTICLE 18 - CALL-BACK AND CALL-IN

18.01 If an employee is called in to work after completing a regular shift and leaving the Employer's premises, the employee shall be guaranteed a minimum of four (4) hours' work, or pay in lieu, at time and one-half (1 1/2) for each such call-in. If employees report after being called in within one and one-half (1 1/2) hours of the starting time of a shift, they will get paid for the whole shift.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following days shall be recognized as Paid Holidays:

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

Note: Employees with one (1) year of service or more shall receive a floating day on or about their anniversary date of hire.

19.02 It will be necessary that at least 50% of the employees work on the holidays set out above. If a day off in lieu of a statutory holiday is requested, if may be
granted within thirty (30) days preceding or succeeding the statutory holiday.

19.03 No pay for statutory holiday, nor payment for hours worked on the holiday other than at regular rates, will be made unless an employee has worked the regularly scheduled full shift immediately preceding and succeeding the Holiday, except where absence on either of the said full shifts only, was due to verified personal illness.

19.04 An employee who is required to work on any of the above-named holidays will receive, by mutual agreement, either:

(a) pay at the rate of time and one-half of the employee's regular rate of pay for work performed on such holiday, in addition to the employee's regular pay, if qualified;

or

(b) pay at the rate of time and one-half (1 1/2) the employee's regular rate of pay for work performed on such holiday, and in lieu, a day off with pay; such lieu day off to be selected by the employee and his/her supervisor by mutual agreement.

(c) The Employer will endeavour to schedule paid holiday when an employee is working the weekend.

19.05 In general, employees will alternate with each other in being absent from work on holidays; for instance, an employee having Christmas Day off may not be allowed off on New Year's Day.

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

19.07 If any of the above-named holidays occurs on an employee's regular day off, or during his vacation period, the employee will receive an additional day off or payment for holiday in lieu thereof, provided the employee otherwise qualifies for holiday payment. However, the additional day shall not be added to the period of vacation of the employee unless with the consent of the Administrator or his designate.

19.08 **Paid Holidays for Part-time Employees**

A part time employee shall qualify for the holidays set out in Article 19.01 of the Collective Agreement if:

(a) He/she has worked a full shift immediately preceding and immediately following the holiday, unless the employee is absent from the preceding
and/or following shift due to an illness verified by a medical doctor's certificate; and

(b) **Holiday pay shall be calculated based on the total amount of regular wages earned in the pay period immediately preceding the paid holiday, divided by the number of days the employee worked in that period.**

(c) An employee who is required to work on any of the above mentioned holidays in Article 19, will, in addition to his holiday pay (if qualified), be paid at the rate of one and one-half times \((1 \frac{1}{2})\) time his regular rate of pay.

**ARTICLE 20 - VACATIONS (Full-time)**

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

20.02 Full-time employees who have not completed their probationary period as of June 30th will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

20.03 Full-time Employees with one (1) year of service on or before June 30th of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.

20.04 Full-time Employees with four (4) years of service on or before June 30th of the current year shall receive three (3) weeks vacation. Vacation pay for such Employees will be six percent (6%) of gross earnings for the vacation year.

20.05 Full-time Employees with nine (9) years of service on or before June 30th of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

20.06 Full-time employees with 15 years of service shall receive five (5) weeks vacation. Vacation pay for such employees will be at ten percent (10%) of gross earnings for the vacation year.

20.07 Full-time employee with 25 years of service shall receive six (6) weeks vacation. Vacation pay for such employees will be at twelve percent (12%) of gross earnings for the vacation year.

20.08 Full-time Employees may take vacation time from duty by making arrangements within the time scheduled with their supervisor, and with at least four (4) weeks' advance notice. 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 Administrator having due concern for the proper operation of the Home.

20.09 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut-off date. Employees shall not waive vacation and draw double pay. Where employees have not scheduled vacation by December 31st of any year, then the Employer will assign said vacation after notice in writing is given to the employee by the Employer.

20.10 The Employer shall pay vacation pay by the regular bank deposit method. There will be a statement issued to all employees indicating total deductions.

20.11 Where vacation leave has not been taken by May 31st of the year following vacation year-end, the employee will be paid the vacation pay through the regular bank deposit payroll system. The amount paid will be vacation pay earnings accumulated prior to July 1st.

20.12 For employees who are regularly scheduled to work seventy-five (75) hours bi-weekly, vacation pay shall be paid as a percentage (%) of total earnings.

20.13 Employees who have lost their seniority and have terminated their employment as set out in Article 11 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.

20.14 Vacation (Part time)

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

(a) Part-time employees who have worked less than 7600 hours in total shall receive vacation pay at the rate of four percent (4%).

(b) Part-time employees who have worked more than 7600 hours in total shall receive vacation pay at the rate of six percent (6%).

(c) Part-time employees who have worked more than 16,200 hours in total shall receive vacation pay at the rate of eight percent (8%).

(d) Part-time employees who have worked more than 27,000 hours in total shall receive vacation pay at the rate of ten percent (10%).
ARTICLE 21 - SICK LEAVE PLAN (Full-time)

21.01 Pay for sick leave is for the sole and only purpose of protecting the full-time employee who has completed the probationary period against loss of income when he/she is legitimately ill and will be granted on the basis of one and one half (1.5) days per month of full-time service up to a maximum accumulation of twenty-five (25) days.

21.02 No paid leave for sickness will be allowed employees during their probationary period. Thereafter, paid leave for illness (not including pregnancy or complications resulting from childbirth) will begin to accumulate.

21.03 An employee who is injured and receiving payments from Workers' Safety Insurance Board will not be paid for illness by the Employer. The Employer will pay for the first day of illness due to W.S.I.B. leave.

21.04 (a) An employee who claims sick leave for illness may be required to produce a doctor's certificate, satisfactory to the Employer, as proof of illness for any absence over two (2) days. Where the employee incurs a cost from the doctor in obtaining the certificate, the employee shall be reimbursed by the Employer for the cost upon providing proof of payment.

(b) An employee who will be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift, unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Employer at least one (1) hour prior to the commencement of the shift, unless impossible.

Failure to give notice may result in loss of sick leave benefits that day of absence.

21.05 The Employer will notify employees of their sick leave status at least once per year upon request by the employee.

21.06 Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be an in-patient in a Hospital, shall be considered sick leave, provided the employee provides satisfactory documentation of the illness and the hospitalization. The employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

21.07 Where an employee with ten (10) or more years of service returns to work from an extended illness or injury and is absence free for a period of thirty (30) consecutive working days, up to six (6) days will be added to the employee's sick bank, which when added to the days remaining in the employee's sick bank
ARTICLE 22 - HEALTH AND WELFARE BENEFITS

22.01 (a) The Employer will pay 100% of the life insurance premium coverage for a one and one-half (1½) times annual earnings for participating full-time employees.

(b) The Employer will continue to provide Extended Health Plan coverage to eligible employees as per the current plan. Effective January 1, 2011, the Employer will provide coverage for eye examinations to a maximum of seventy-five dollars ($75) every two (2) years. The premium cost will be shared equally by the employer and the Employee on a 50/50 cost sharing basis. Effective April 1, 2007, the Employer's share of the monthly premium will increase to seventy-five (75%).

22.02 The Employer shall continue to pay the health care tax for all employees as required by the laws of the Province of Ontario.

22.03 The Employer shall implement a Dental Plan #9 with a one-year lag for the O.D.A. fee schedule with 50% employer contributions to premiums. The plan will become effective when numbers warrant.

22.04 (a) The Employer shall continue to pay its share of any and all health and welfare benefits in accordance with the Occupational Health and Safety Act.

(b) In the event of a layoff, provided the employee deposits with the Employer her share of insured benefits for the succeeding month, the Employer will pay its share of the insured benefits premium for a period up to two (2) months from the end of the month in which layoff occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

22.05 Part-time Employees

Part-time employees who elect to participate in the benefit program, shall have their premiums paid as follows:

(a) Part-time employees who work less than forty-five (45) hours and desire coverage will be entitled to be covered under the Group Insurance Policy. The Employer's share of the premiums cost for full-time shall be in direct proportion to the amount of time worked during a regular full-time work week. The part-time employee shall pre-pay the balance.
(b) Pro-Ration of Benefits for Part-time Employees

Accrual and payment of paid holiday and all benefits including shared cost arrangements for all employees shall be on a pro rata basis of hours regularly worked.

The calculation of pro-rated percentage shall be determined by dividing the hours paid in the previous pre-determined six-month period by 975 then multiplying by 100.

The pre-determined six-month period shall coincide with the pay period ending on or about June 30th and December 31st each year. The recalculated pro-rated percentage, where applicable, shall apply in August for the first six-month period ending on or about June 30th, and February for the second six-month period ending on or about December 31st.

(c) Part-time employees shall receive uniform allowance as stipulated in this Agreement in accordance with the pro-rata formula outlined in paragraphs (a), (b) above.

(d) A part-time employee may elect either $10,000 basic life insurance coverage or 1 1/2 the employees previous years earning in life insurance coverage. The Employer's share of the monthly premium will be 75% prorated in accordance with paragraphs (a) and (b) above.

Note: The Employer will inform the Union when it intends to change insurance carriers.

22.06 The current practice of the Employer allowing any required annual medical to be without cost to the employee if the Employer's M.D. is utilized will be continued.

ARTICLE 23 - PENSION PLAN

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

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

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

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

(ii) holiday pay, for the hours worked; and

(iii) vacation pay.
All other payments, premiums, allowance etc. are excluded.

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

23.02 Commencing June 1, 1993, each Eligible Employee covered by this collective agreement shall contribute from each pay period an amount equal to two percent (2%) of the applicable wages to the Plan.

Effective July 1, 1997 eligible employees' contributions to the Plan will increase to three percent (3%) of applicable wages.

Effective June 30, 1998 eligible employees' contributions to the Plan will increase to four percent (4%) of applicable wages.

In each case, the Employer shall match such eligible employee contributions, as specified above.

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

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

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

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

23.05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Plan Act, R.S.O. 1990, Chapter P8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension
benefits.

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

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

For further specificity, the items required for each eligible employee by Article 23.05 of the Agreement are:

(i) To be provided once only at Plan commencement:

   Date of Hire
   Date of Birth
   Date of First Remittance
   Seniority list

(ii) To be provided with each remittance:

   Name
   Social insurance number
   Monthly remittance
   Pensionable earnings

(iii) To be provided once, and if status changes:

   Home address
   Termination date when applicable

(iv) To be provided once if they are readily available:

   Gender Marital status
ARTICLE 24 - HEALTH AND SAFETY

24.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent injury and illness.

(b) A joint Management and Employees' Health and Safety Committee shall be constituted with representation of at least half by employees who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs, and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall normally meet bi-monthly. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

(c) Two (2) representatives of the joint Health and Safety Committee, one from Management and one from among the employees on a rotating basis designated by the employees, shall make bi-monthly inspections of the work place and equipment, and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident, and shall have the right to accompany him on his inspection. Scheduled time spent in all such activities shall be considered as time worked.

(d) The joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accident fatalities, the number of lost workdays, the number of non-fatal cases that required medical aid without lost work days, the incidence of occupational injuries, and such other data as the Workplace Safety and Insurance Board may decide to disclose.

(e) The Union agrees to co-operate fully with its membership in the observance of all safety rules and practices.

24.02 Uniform Allowance

The Employer shall provide all full-time employees after the first six (6) months of service and annually thereafter, with an allowance of up to One Hundred and Eighty five Dollars ($185.00) per year to purchase required work' clothing. All such clothing must be approved by the Administrator or his designate, and maintenance shall be the responsibility of the employee.
Effective January 1, 2013 part-time employees shall receive a pro-rated allowance based as follows:

<table>
<thead>
<tr>
<th>Percentage of Hours Worked</th>
<th>Allowance Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 500 hours worked per year</td>
<td>$95.00</td>
</tr>
<tr>
<td>Between 501 and 1200 hours worked per year</td>
<td>$145.00</td>
</tr>
<tr>
<td>Greater than 1200 hours per year</td>
<td>$185.00</td>
</tr>
</tbody>
</table>

The Employer shall provide all employees working in any potentially hazardous jobs, with all the necessary tools, equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense.

ARTICLE 25 - BULLETIN BOARDS

25.01 A bulletin board shall be available to the Union for the posting of Union notices. All such notices must be signed by a Union officer or his/her designate, and be submitted to the Administrator or his designate, for approval before posting.

ARTICLE 26 - CLASSIFICATIONS AND RATES OF PAY

26.01 The Employer shall classify employees as per Schedule A, and pay the corresponding hourly rates of pay for the term of this agreement.

26.02 In the event of an error being made in excess of twenty dollars ($20.00) on an employee's pay cheque, it shall be corrected within the next two (2) bank business days.

ARTICLE 27 - CHANGE IN TIME

27.01 During the change over from Daylight Savings Time to Eastern Standard Time or vice versa, an employee shall be paid for seven and one-half (7 1/2) hours notwithstanding the fact they have worked either six and one-half (6 1/2) hours or eight and one-half (8 1/2) hours.

ARTICLE 28 - WORKPLACE SAFETY AND INSURANCE

28.01 (a) This Article shall be interpreted consistent with the Human Rights Code
and the Workplace Safety and Insurance Act.

(b) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the following one month.

(c) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee prepays the total cost of the premiums to the Employer for each month period during the absence.

(d) The employee will not be eligible for paid holidays, sick leave, uniform allowance or any other benefit of this agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance.

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

28.03 In the case of an accident due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure, Article 11.07 of this agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

28.04 The injured employee shall have a period of thirty-six (36) months from the date of injury within which she shall preserve the seniority which she had accrued in accordance with Article 11 and within which she shall have the right to return to work upon the recommendation of the Workplace Safety and Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

28.05 If an employee returns to work after fifty-two (52) weeks following the commencement of the W.S.I.B. claim but prior to thirty-six (36) months mentioned in Article 27.04 above, she shall be returned to her former job, or to work of a comparable nature, at the same salary level, and without loss of seniority or benefits accrued. (This would be achieved by the returning employee displacing the employee with the least seniority in the category to which she is returning).

28.06 If, on the recommendation of the Workplace Safety and Insurance Board or the attending physician, the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the Home, in a classification which is covered by this agreement, then the returning employee may exercise her seniority by bumping into the job, at the applicable
salary level, displacing the employee with the least seniority in the classification.

28.07 Workers' Compensation Challenge

In the event that the Employer challenges a Workers' Compensation Board claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workers' Compensation for a period longer than one (1) complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from Workers' Compensation if the claim was approved, or the benefit to which the employee would be entitled under the Sick Leave Plan, Article 21. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board.

If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Sick Leave Plan, Article 21.

ARTICLE 29 - RETROACTIVITY

29.01 Retroactivity to active employees will be paid in accordance with the Collective Agreement. The Employer agrees to contact terminated employees at their last known address by registered mail and upon reply they will paid retroactive pay for all applicable paid hours.

29.02 Retroactivity will be paid by separate cheque within two (2) pay period bi-weekly of the Employer being notified of ratification or the issuance of the award of the Board of Arbitration, whichever is applicable.

ARTICLE 30 - INTERPRETATION

30.01 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 31 - WAGE PROGRESSION

31.01 Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1800 hours worked for Full-time employees and 1800 hours worked for part-time employee from the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not
worked and paid for by the Employer, shall be considered hours worked, for the purposes of computing eligibility to progress to the next higher rate within their classification.

The Classification titles in the wage schedule descriptive only, and employees will be required to perform any and all assigned duties.

ARTICLE 32 – PRINTING

32.01 The Employer and the Union will share equally in any cost of printing the Collective agreement.

ARTICLE 33 - LABOUR/MANAGEMENT COMMITTEE

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

An equal number of representatives of each party, not to exceed two (2) members each, shall meet on the Employer's premises at times mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendments or renewal of this Agreement.

The Employer agrees to pay employees for time spent in committee meetings held during the employee's normal working hours. A Service Employees International Union representative may attend as a representative of the Union.

ARTICLE 34 - DURATION

34.01 This Agreement, which supersedes any previous Agreement, written, express or implied, shall continue in effect from the 1st day of January, 2017 and expire on the 31st day of December, 2019. Notice of termination or amendment may only be given during a period of ninety (90) days preceding December 31, 2016. If no such notice is given, this Agreement shall carry on from year to year.
Signed at Toronto this 5th day of sept. 2019

ON BEHALF OF THE EMPLOYER

[Signature]

ON BEHALF OF THE UNION

[Signature]
LETTER OF UNDERSTANDING
RE: Hospital Labour Disputes Arbitration Act

The following Letter of Understanding shall form part of the Collective Agreement.

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 the consummation of a new Agreement, or completion of proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should occur.

Signed at Toronto this 5\text{th} day of \text{Decem}ber, 2019

ON BEHALF OF THE EMPLOYER

\begin{signature}
\end{signature}

ON BEHALF OF THE UNION

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### Schedule A

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